













# **HISTORY OF THE COSSIMBAZAR RAJ**

*in the Nineteenth Century*

*Period Covered : 1804—1897*

**VOLUME I**

**BIOGRAPHIES OF :**

**RAJA HARINATH ROY (1802-1832)**

**RAJA KRISNANATH ROY (1822-1844)**

**MAHARANI SWARNAMOYEE (1827-1897)**

**SOMENDRA CHANDRA NANDY M.A., Ph.D., D. Litt.**

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*to the memory of*

*Father*

**Maharaja Srischandra Nandy  
of Cossimbazar.**



## FOREWORD

*By Prof. Peter J. Marshall, Rhodes Professor, King's College, London.*

It is both an honour and a pleasure to be invited to contribute a foreword to the second instalment of Dr Nandy's history of his family. The two volumes of the first part described how Kantababu built up a great fortune through trade and through service to his English 'masters' in the early stages of the establishment of British rule in Bengal. This fortune enabled him to found a great landed estate. His dexterity is clearly revealed by the valuation of the estate in 1809; its income was calculated at Rs. 16,64,560, on which only Rs. 2,45,000 had to be paid as revenue to the East India Company.

This volume traces the fortunes of the great inheritance through the nineteenth century. By the end of the century not only was the estate still in tact, but significant additions had been made to it and its income had nearly doubled, being estimated at about Rs. 30,00,000 by 1897. As is well known, survival, let alone growth, could by no means be assured for great zamindari estates in nineteenth-century Bengal. They faced many dangers: inefficient management, personal extravagance and internecine feuds among the family are conventionally described as the main hazards.

The Cossimbazar Raj was at times threatened by all three. Reasonably good management was provided in the first of two periods in which the estate was under the control of the Court of Wards of the Company (Dr Nandy considers that standards slipped badly in the second period) and from 1847 to 1897 when the estate was being personally managed by the redoubtable Maharani Swarnamoyee. At such times, it would seem that determined direction from the centre could exert effective control over the scattered units of the estate and maintain an orderly system of administration through a hierarchy of local diwans, naibs, tahsildars and, later on, law agents. But if the centre faltered, the estate's resources would be dispersed. Harinath's majority between 1820 and 1832 seems to have been a period of lax management. The four years after Krisnanath attained his majority in 1840 put the estate into acute danger. He indulged tastes for horses, dogs, wine and the company of predatory European cronies, as well as more high-minded ones



for experiments in science, new technology and education. The estate would probably not have survived a prolonged reign by a man of his inclinations, but in 1844 the mercurial Krisnanath killed himself in extremely squalid circumstances in which he appeared to be implicated in the torturing of a servant. After his death, the estate passed into safe hands, although few could have anticipated that a young woman who had lived in strict seclusion without formal education would develop the tenacity and shrewdness which Swarnamoyee so abundantly demonstrated.

Resort to law, an addiction of so many of Bengal's landed families, marked every twist and turn of the Cossimbazar Raj's history. The law was a weapon to be used against the Company, against managers, underfarmers and tenants, and by members of the family against one another on almost any pretext. The East India Company might talk loftily of the rule of law, but those who participated were not prepared to leave things to chance. Images of Kali were propitiated before cases were heard and the Durga Puja was celebrated with special munificence in thanks for legal victories. It is difficult not to see legal processes as a scarcely sublimated form of violence. The European lawyers were the obvious beneficiaries of these interminable struggles for ascendancy, but diligent historians, like Dr Nandy, also benefit for the huge effusion of paper as adversaries battered one another with suit and counter suit.

Dr Nandy has fully exploited the Company's legal and revenue records in preparing this book. But he also confirms that he is the custodian of an immense treasure in his family archive. Accounts, of which Dr Nandy made such good use in the first two volumes, appear to be an even richer source for the nineteenth century, and they can increasingly be supplemented by letters and papers of all sorts, as well as by objects, such as newspapers, books and clothing. From such material Dr Nandy is able to weave into his account of the estate portraits of those who inherited it together with evidence about the cultural milieux in which they lived. The austere life-style of Kantababu was in some degree modified during the years of Harinath's majority. He was a patron both of Kabi poets and of new departures in English education. Krisnanath plunged precipitously into what he evidently took to be a western way of life. Swarnamoyee, living in purdah, inevitably returned to older ways. But she read newspapers, encouraged education, notably for girls, and distributed charitable donations on a very large scale to new hospitals, schools and colleges.

## PREFACE

The present work is a detailed study of the history of the Cossimbazar Raj family in the nineteenth century (1804-1897). The family was raised to prominence during the early years of British rule by Cantoo Baboo, one of the most remarkable personalities of eighteenth century Bengal. The zamindari founded by him survived the storm and stress of the years immediately preceding and following the introduction of Permanent Settlement, for he had created a strong 'structure of inbuilt safety' and his son, Maharaja Lokenath Bahadur, was capable of meeting the challenge of uncertainties generated by the Cornwallis system at its initial stage. This volume deals with Cantoo Baboo's grandson, Raja Harinath Roy Bahadur (1802-1832), his great-grandson, Raja Krisnanath Roy Bahadur (1822-1844) and Krisnanath's wife, Maharani Swarnamoyee (1827-1897). In this continuous story the 'dominating' figure is the Maharani who gave the zamindari a 'new dimension'. As she died childless, the estate passed over to Manindrachandra Nandy, the only surviving son of Harinath's deceased daughter, Gobindasundari. Cantoo Baboo's direct line became extinct when Krisnanath committed suicide (1844), but his zamindari survived till the zamindari system was swept away in the mid-twentieth century.

The biography of three zamindars is the theme of this book, and the author Dr. S. C. Nandy is the present head of the distinguished family to which they belonged. But it is much more than family history embellished by a successor's tribute to the memory of his predecessors. Dr. Nandy looks at the character and performance of the nineteenth-century members of his family, not through the coloured glasses of an admirer, but as an experienced and conscientious historian whose business it is to take an objective view on the basis of meticulous scrutiny of primary sources. He has made extensive use of official papers of diverse types, particularly records of the Board of Revenue which was the primary official agency for zamindari affairs. He has utilised contemporary newspapers and literature. But he has not confined his search for facts to such formal materials which are staple food for all historians; he has gone to the lowest stratum of the quarry—the cash books and other records of the zamindari, which are the dry bones of history. Extraordinary devotion and industry made it possible to extract valuable information from old, decayed and almost undecipherable papers of even

the early nineteenth century. He is practically a pioneer in this field, and his work opens up possibilities of fuller understanding of the history of Bengal through careful exploration of zamindari records.

No historian of nineteenth century Bengal can ignore the zamindars whose character and administration of estates affected the lives of the peasantry to a considerable extent. Most of them did not fulfil the hope of Lord Cornwallis that 'perpetual settlement' would make the beneficiaries 'economical landlords and prudent trustees of the public interest'. The Cossimbazar Raj family was an exception; Raja Krishnanath's extravagance was a temporary aberration. Raja Harinath added to his inherited income by purchase of new properties and participation in commercial enterprises. His zamindari prospered at a time when the Cornwallis system was strained by the harsh operation of the Sale Law, and parts of old zamindaris were purchased by different classes of resourceful people who wanted profitable investment as also social prestige. Dr. Nandy points out that the price of zamindari lands began to rise from 1825 onwards. Three big pre-Cornwallis zamindari—Nadia, Nator, Dinajpore—declined. Later, during the second half of the century the zamindars were affected by the constraints imposed by the Rent Act of 1859 and the Bengal Tenancy Act of 1885. But Maharani Swarnamoyee raised the income of her estate (which amounted to about 18 lakhs at the time of Raja Harinath's death in 1832) to 30 lakhs by efficient and 'economical' management and purchase of new properties.

Dr. Nandy's remarks on this wise and benevolent lady's system of zamindari administration should attract the attention of historians of zamindar-tenant relations. She lived as a *pardanashin* Hindu widow at Cossimbazar, but her estates were scattered in different districts of Bengal, in Orissa, and in the United Provinces. She was, therefore, an absentee zamindar in the ordinary sense. But she travelled throughout the length and breadth of her zamindari and established direct contact with her tenants who looked upon her arrival among them as a signal for 'succour from their daily sorrows'. This was a very effective method of restraining the petty tyranny of the 'zamindari servants' who usually took full advantage of the ignorance of the tenants and the indifference of the absentee zamindars. She 'introduced the system of leaving 2½ years' rents in arrear.' To her tenants 'she brought various social services'; she 'helped them in establishing and running schools, dug wells for water and brought them relief when natural calamities struck them'.

The heads of the Cossimbazar Raj family did not live in isolation from the educational, social, religious and political currents of their times. Dr. Nandy stresses the relavance of their many-sided activities to the progressive movements in the province which Sir Jadunath Sarkar describes as 'a path-finder and a light-bringer to the rest of India.' Raja Harinath brought from Benares a Sanskrit scholar who established a *Chatuspathi* at Cossimbazar where both *Nyaya* and *Smriti* were taught. He made preparation for the establishment of an English school which opened its doors at Saidabad (near Berhampore) in 1837 after his death. He patronised the *Kabiwallahs*. He followed the Vaishnav method of performing Durga Puja, and it was continued by Maharani Swarnamoyee.

Raja Krisnanath was influenced by ideas generated at Hindu College. He was not a student of this institution, but his father had contributed a big amount for its foundation. He defied the conservative tradition of his family, lived in the style of an English aristocrat, maintained close social relations with Englishmen, laid down a large field for horse racing and fox hunting, and took some steps for construction of a ship-building yard at Saidabad with a view to establishing direct river and sea link between Cossimbazar and London. The most remarkable project of this 'licentious drunkard' was the establishment of a University with a medical college and hospital at Banjetia, a suburb of Cossimbazar, which was to be named 'Raja Christonauth's University of Banjetia'. His reckless way of living did not prevent him from 'looking up into the sky and envisaging the largeness of the world and its beauty'. At that time no one thought of having a University in Calcutta or any where else in British India. The project remained an unfulfilled dream, for he put an end to his own life within two years and his Will was declared void by the Supreme Court.

Maharani Swarnamoyee was an extraordinary lady. She came as a bride to the Cossimbazar Raj Palace at the age of eleven from an obscure village in the Burdwan district, illiterate, and completely unfamiliar with the ways of the new and strange world where she was brought by chance. Cruelly treated by her wild husband, she became a widow at the age of sixteen. But she rose above her helplessness, fought strenuously for succession to her lawful inheritance, and after her final victory 'raised the prestige of the family to a level never attained before'. She lost her two daughters and two grand daughters, and there was no near and dear one to bring her comfort and consolation in her old age. But she remained

unmoved by personal sorrow and pursued—with quiet strength and unfaltering persistence—the duties of a benevolent Zamindar and a pious Hindu widow. Her isolation was punctuated by her tours as also—indirectly—by her participation in diverse public activities. She made princely donations primarily for two purposes; education, particularly education of women, and social service (such as famine relief) which would benefit many people irrespective of caste and creed. She supported Iswar Chandra Vidyasagar's struggle for social reform. She educated herself, read newspapers and books, and established two libraries in her palace. She was a patron of the Indian Association. Her mind was sensitive to the movement of ideas and events beyond the walls within which she lived.

Dr. Nandy has introduced us to a multi-coloured portrait gallery. We feel the presence of three entirely different types of zamindars: Harinath, 'soft-spoken', well-versed in Sanskrit and Persian, patron of Sanskrit and English education, careful and prudent administrator of the estate; Krishnanath, 'gifted in many ways', capable—unlike any of his contemporaries—of dreaming of a University, contemptuous of family tradition and social conventions, rushing to death to escape ignominy; Swarnamoyee, an illiterate village girl 'with a very common background', rising through a succession of shocks to the exalted position of an 'all pervading mother figure', friend and protector of many thousands of tenants, an open-handed patron of all good causes. The minor characters also represent different types: greedy and scheming Europeans, resourceful Dewans, 'redoubtable' ladies who fight with surprising tenacity to safeguard their interests, at least one vicious servant who practically pushed his careless master to death and tried hard to swallow his properties. We have a direct glimpse into one sector of life in nineteenth-century Bengal. There are elements of drama in the conflict of personalities as also in the flow of events; but these are obscured by the sober and well-documented historical narrative.

Dr. Nandy has given a new dimension to historical studies relating to Bengal during the period of her leadership of all progressive movements in India.

18th January, 1957

Anil Chandra Banerjee  
M.A., P.R.S., Ph.D.

Late Centenary Professor of History, Calcutta University,  
and the late Guru Nanak Professor of History,  
Jadavpur University.

## INTRODUCTION AND ACKNOWLEDGEMENTS

This is the continuation of the two volumes known as the Life and Times of Cantoo Baboo, the Banian of Warren Hastings which covered the period between 1742 and 1804 ending with the death of Kantababu's son Maharaja Lokenath Bahadur, leaving a son 18 months old. Originally it was planned to name the present work as the "The Descendents of Cantoo Baboo, the history of the Cossimbazar Raj family". That was an awfully big title though it was self explanatory. A friend of mine jokingly suggested that the title was not clear enough and I should add "which consists of the biographies of Raja Harinath Roy Bahadur, Raja Krisnanath Roy Bahadur, Maharani Swarnamoyee and her struggle with the East India Company and her relatives." Indeed such a title would not have left any thing obscure to the reader. Ultimately therefore it was decided to call the two-volume study simply the History of the Cossimbazar Raj. This volume covers the history in the Nineteenth Century, the period being from 1804 to 1897. The last segment will be the Twentieth Century history of the family covering upto the cessation of the intermediary rights better known as the abolition of the zamindari system as envisaged in the Permanent Settlement, which will be the last 60 years from 1897 to 1957. Thus the entire history of a zemindar family will be told from the collection of its first property in 1742 to 1957.

This volume demonstrates the attitudes of the different heads of the Estate and their response to the society around them. The change in the social and political structure of the ruling Government is often reflected in the work and deed of the different persons whose biographies are the subject of this volume. The social and economic change that is brought about by the association with the foreign powers has also been shown. The situation was certainly most intriguing if not persistently capricious.

With the sedate Harinath the expression was in patronising culture by the spreading of Sanskrit, Bengali and English education as widely as possible in his family, in the District and in Calcutta. The appointment of English guardians for his son was certainly to him a step towards stability, which was further expressed by his loans to the foreign companies which he felt erroneously were the extensions of the foreign government. He did not have the misfortune to witness the loss of all

his investments as he expired before those events. Strangely the losses of money did not make his son, the volatile Krisnanath, angry towards the English but he preferred to have English friends and tried to become an English country gentleman. He had genuine interest towards horses and hounds, with which he would go jackal hunting in the manner he imagined they did in England. Unfortunately his knowledge of animals did not extend to humans.

The genuineness of his love of education cannot be denied. He even risked criticising the administrators of the local Government in the newspapers he brought out from the mufasil. The idea of creating an University in his own name became an obsession which brought some honour to his otherwise murky life.

Even the Maharani Swarnamoyee who gave up the wearing of corsets once her husband was away stuck to the long ladies hoses in the winter and large chintz handkerchiefs till the last days of her life. That was where the influence of the English on her ended. She carried out a long and laborious battle of letters and a forth right legal battle in the Supreme Court, against the East India Company for many years emerging victorious. Her success and efficiency in management brought both approbation and appreciation of the Company officials. Later she came in touch with the British Imperial Government who tried not to antagonise her. This honour brought great prestige to the family and her zemindary was considered to be almost autonomous and one of the best managed.

Swarnamoyee amply demonstrated that putting forth a good administration was not the monopoly of the males. She took lessons from the zemindary administrative systems adopted by her father-in-law, husband and the Court of Wards. She carefully fused the three, weeding out a lot of unnecessary rituals and then adding her personal presence, which brought about almost a perfect system of administration. It was felt by the biographer that even a more detailed study of her, which would have added pages, would not have been boring particularly if it was to explore this interesting personality and to fathom the most fantastic attributes in her character. Even now, any thing that received the touch of her hands bears a discernable distinctiveness, which your biographer has come to recognise. How she developed a super disciplined way of life which almost seems European in performance and concept is still an enigma. Here, there is a marked similarity of practical

industriousness, and a sort of Renaissance consciousness between her and Kantababu. She left her mark in the Estate she managed, just like the founder of the House.

The reproduction of the paintings of Raja Harinath and Raja Krisnanath both done during their life time by some unknown Bengali artist have been reproduced. The pictures bear their likeness but lacks expertise. The lack of any head dress or ornaments will immediately attract notice. It is not easy to depict this as modesty of a kind. The Maharani however strictly observed the purdah and did not allow herself to be reproduced in a painting or be photographed, as that form of taking pictures also became the vogue during her time in this country. She also had a most unostentatious life style, always wore white and lived strictly in the manner of a Bengali Hindu widow.

Though not having a picture of the Maharani Swarnamoyee will always remain a great regret, it has been possible to collect and reproduce some rare photography, one being the building of the Dakshineswar Temple and the other, the construction of the Medical College which was then known as the Fever Hospital. I am also proud to include a few pictures of the beautiful city where we live, Calcutta. Of course her youth was more glamorous than her present middle aged spread. I would have given more pictures but had to prudently desist. The reproduction of the books of accounts, letters, pages from books of accounts etc. are also included. There is much to be learned from the huge amount of paintings and photographs that are still found in this country, of that period. The last, is a painting of Sir Edward Ryan of the Supreme Court for which I thank the President, Bengal Club Ltd.

There was never any scarcity about source material, on the contrary there were so much that judicious use of them became essential. To the books of accounts, muniments, letters etc. were added the court records, plaints, affidavits, translation of arguments, judgements and orders. There were the administrative records of the zemindari and other allied papers. I was always conscious to the limitation to my competence both as a biographer and the user of the English language. I most humbly crave the indulgence of the readers for my limited knowledge of the language. My only excuse is that I have worked diligently and sincerely to produce the result of my endeavours to the discerning and interested



readers. If the taste and smell of the Nineteenth Century Bengal, are found in the biographies, I will consider to have been well rewarded.

The major responsibility of a biographer is to put himself in a mental state where it will be possible to feel the period and consequently those who peopled the period. Once this can be successfully done by reading as much source material and contemporary literature as possible, then half the work is done. The rest depends on the use of the material and the sensitiveness with which the characters can be understood.

Some of the stalwarts of Nineteenth Century Bengal are found in the book. Their roles were different according to the circumstance, as such no attempt has been made to relate their actions to their biographies, because in some cases the action related here never seems to have been mentioned before. This is true in the case of Prince Dwarkanath Tagore, Raja Digambar Mitter and Pundit Iswarchandra Vidyasagar. The Maharani's patronising of the Indian Association, I had felt was widely known, but was astonished to find that it was not.

Her sending of help abroad to England and America though at first was watched apprehensively later gained approval of the community and was also loudly eulogised in a book, a page of which has been printed.

Maharani's reading matter was really fantastic. Now that Michael Madhusudan Dutt's *Padmabati* (play) has been found, the remark that she did not read the works of the poet has to be reversed. In fact huge wooden trunk full of books in perfectly preserved condition, kept as one would have hoarded gold ingots, shows the voracity of the Maharani's reading and the vastness of the material and subjects that she read with her gold framed spectacles. Even as a person who was born 101 years after her, I feel humbled by the extent and totality of the Maharani's interest and the sheer physical vastness of the number of books and newspapers, the reading of which became a part of her life. It sometimes seems that she read everything that was published in Bengali during her time. A word of appreciation may be recorded about the well bounded covers. The question whether they were bound locally may lead to further research into this most interesting subject.

The person I am most indebted to is my friend Dr. Peter Marshall, Rhodes Professor, King's College, London. He read the draft and gave

suggestions which prevented my losing the direction. He has further bound me by so kindly writing a "Foreword" to this volume also. For an unknown biographer that is a great honour. May I express my sincere gratitude to Prof. Marshall who has always been the great support that I needed to undertake the work of the magnitude which somebody said may turn out to be the longest family history that has been written in recent times.

The "Preface" has been very kindly written by Dr. Anil Chandra Banerjee, M.A., P.R.S., Ph.D. who had been my tutor throughout my college life. Our association had also been close for some time more during the administration of the several educational institutions which had devolved on me. I am happy to associate him with my work and thank him for his kindness.

Many friends have constantly encouraged me in my endeavour, all of whom deserve my grateful thanks particularly, Sri N. R. Ray, Director, Institute of Historical Studies, Prof. Nilmoni Mukherji of the Calcutta University, Dr. Chittabrata Palit of the Jadavpur University, Dr. Pratul Chandra Gupta, President, Calcutta Historical Society and Dr. R. J. Bingle of the India Office Library and Records.

I must also thank Mr. and Mrs. P. K. Rohatgi of London for offering me their unstinted hospitality during my research in England. As there is no provision of the Government of India for allowing any foreign exchange for research in history to a private person, the help rendered by the Rohatgis in putting me up seems providential, without which it would have been difficult for me to continue my studies.

All students of historical research owes immense debts to librarians and archivists. I am also one of them. Without the help, co-operation, guidance and assistance of the several archives I had the pleasure to work, the book could not have been a reality. My grateful thanks are due to the several Directors, particularly Mr. B. C. Bloomfield of the British Library; the heads of departments, assistants and all the workers in the various institutions, I had the pleasure to work, in the West Bengal State Archives (Calcutta), National Archives (New Delhi), India Office Library and Records of the British Library (London), the National Library (Calcutta), the Victoria Memorial Hall (Calcutta), the Bangiya

Sahitya Parishad (Calcutta), the Calcutta High Court Record Room for Supreme Court Records and the Cossimbazar Raj Records.

I must acknowledge the services rendered by my office staff as well as by the executives, managers and others of the various trade and industries that I am associated with, to put the book together by preparing the type scripts, arranging for proof reading, supervising the printing and putting together the Index. This year my old proof reader Harendra Kumar Ghosh goes into retirement at the age of 76. He was given to me by the late Sailendra Nath Guha Roy of Saraswati Press Ltd. and has not only served me from the sixties but also read the proofs of all my books written in English, from Cantoo Baboo Vol. I. With this volume his association of twenty years ends.

I am glad to be able to complete the history of the Cossimbazar Raj in the Nineteenth Century which was not easy to accomplish as the administrative papers, documents, muniments, court records, etc. increased in volume as well as the general information regarding the period. As the first draft of the volume was concluded on 13 June, 1982 (29 Jaistha, 1389 B.S.) that may be considered to be the day when this work was concluded.

Cossimbazar House  
302, Upper Circular Road,  
Calcutta-9.

Somendra Chandra Nandy  
Janmastami  
10 Bhadra, 1957

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*Coloured*

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## PROLOGUE

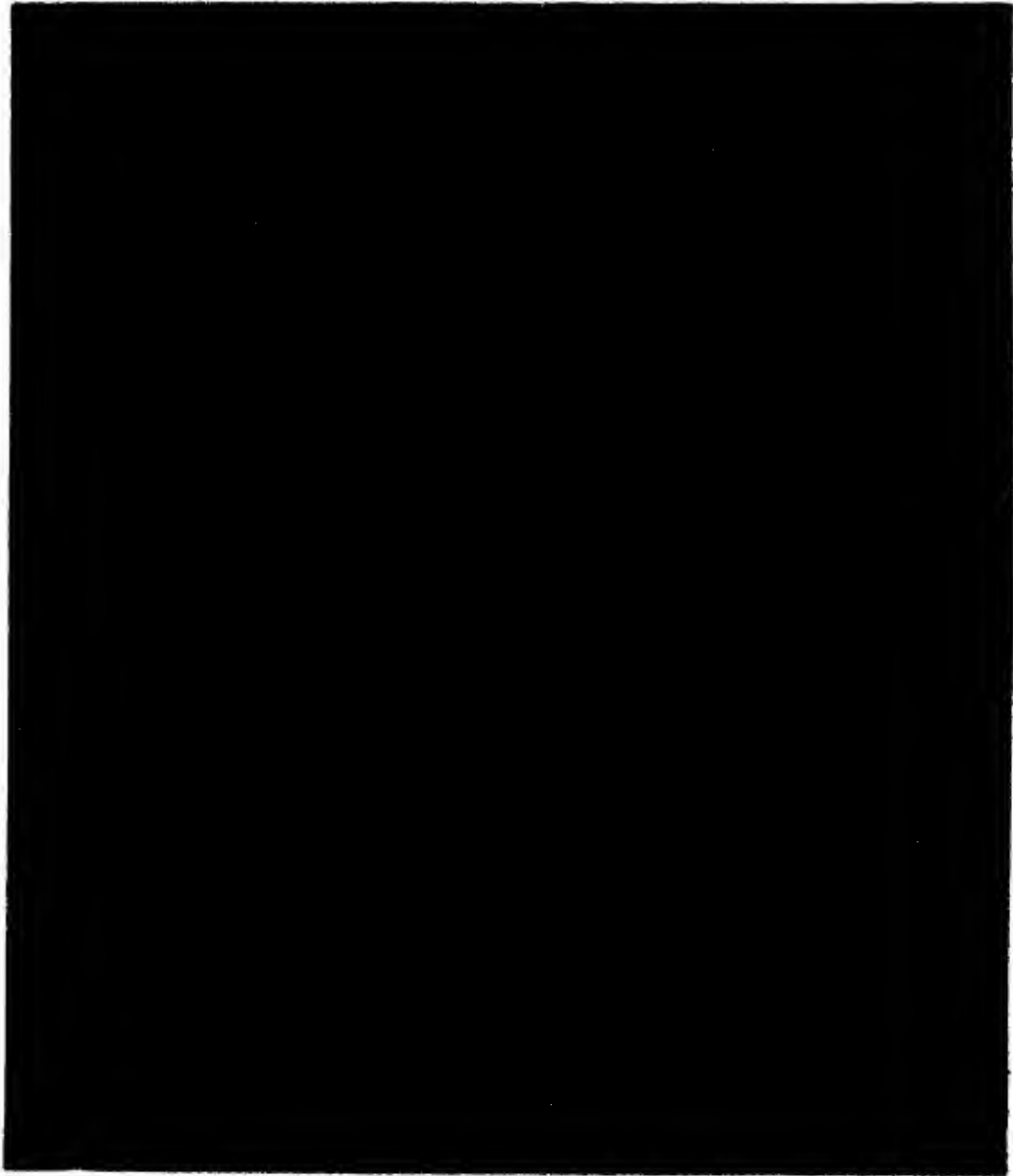
Dewan Krisnakanta Nandy, who was popularly known as Kantababu and whose name became Cantoo Baboo in the Company Records, was the “banian” of Warren Hastings, the first Governor General of India during the major part of his adult life. The eldest son of a silk merchant at Cossimbazar in Murshidabad, Kantababu not only strengthened the base of the business but expanded it in manifold ways. He took up the manufacturing and trading in salt, along with business in other commodities. He continued his business in silk both in trading and manufacturing. He was also one of the most important Revenue Farmers of the time. The two volumes of the *Life and Times of Cantoo Baboo* (1742-1804) give a detailed account of the deeds of the man, who by his industry, perseverance and endeavour built up a great fortune.

He created his son Maharaja Lokenath Roy, Naib Dewan Bahadur, who was the first Permanent Settlement Zemindar of the family, investing him with the title and honour suitable for the purpose, from the authorities. At the time of his death on 10 January, 1794 Kantababu had laid the foundation of his house, which later came to be known as the Cossimbazar Raj, with a zemindari income of Rs. 6,00,000 (six lakhs) per annum. Lokenath Nandy who was practically his father's shadow during his life time survived him only for ten years. As he was particularly trained in settlement matters and was considered to be a knowledgeable person on the subject, he was able to strengthen and organise the administration, increasing the income of the zemindari only to Rs. 8,00,000 (eight lakhs) per annum during his life time. Unfortunately he died on 12 May 1804, when he had scarcely completed his 40th year.

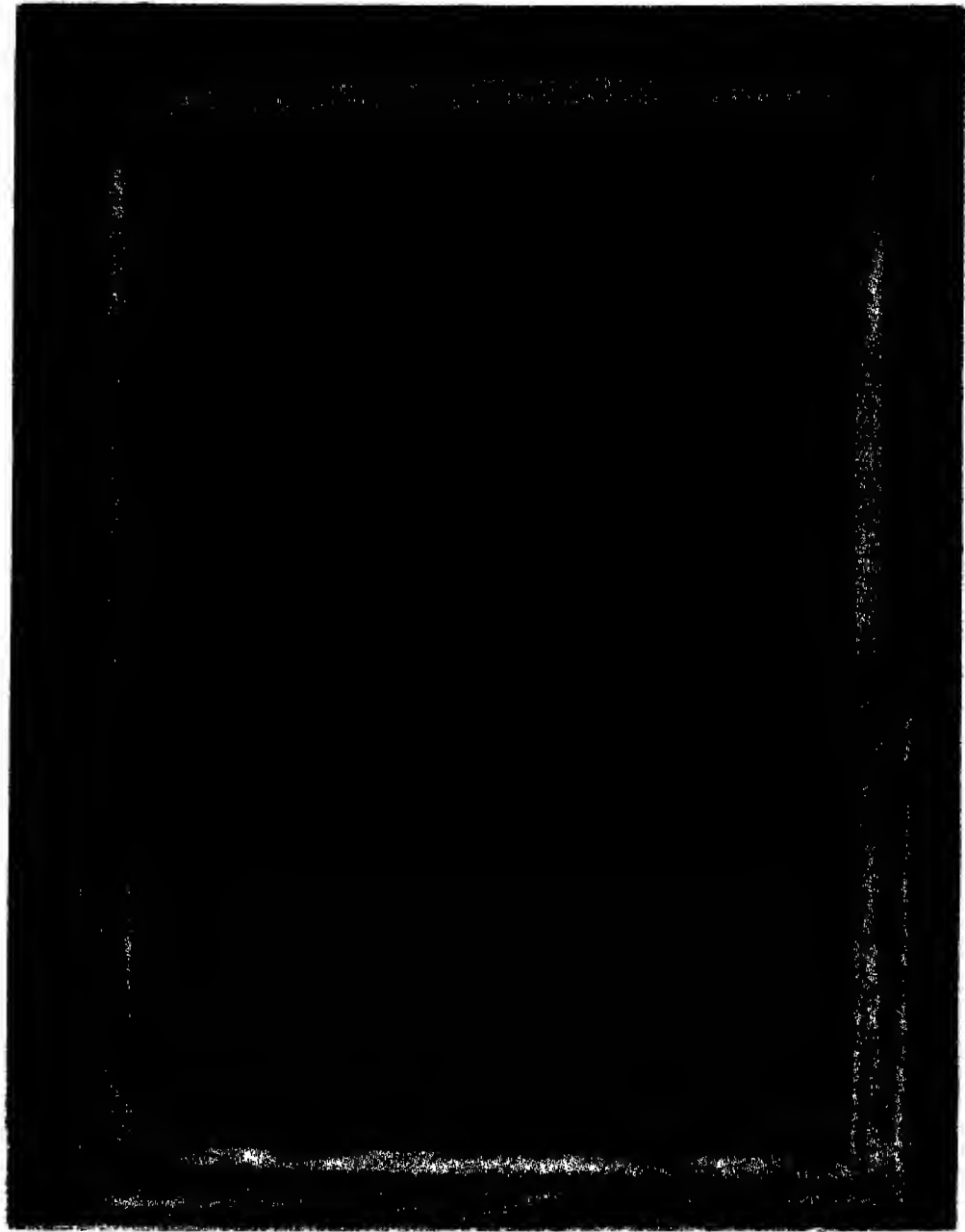
Now the property devolved on his only son Harinath. This is where the narrative of this book begins, as the Estate of the Cossimbazar Raj and its proprietor for the first time come under the management of the Court of Wards of the East India Company, and Lord Wellesley, the Governor General of India becomes technically responsible for little Harinath,







*Raja Hari Nath Roy*  
(*painted by a Bengali unknown artist in 1830*)



*Raja Krisna Nath Roy*  
(*painted by an unknown Bengali artist in 1842*)

## CHAPTER I

### THE MINORITY OF HARINATH

Harinath became the owner of the Cossimbazar Raj Estate, when he was only twenty months old, on the death of his father Maharaja Lokenath Bahadur on 12 May, 1804 (30 Baisakh, 1211 B.S.). Harinath was born on 5 September, 1802 (20 Bhadra, 1209 B.S.) After some correspondence the Governor-General, Lord Wellesley issued an order to take over the estates of the minor under the Court of Wards in accordance with the General Regulations recently promulgated for the management of the estates of the minors. From the 1 June, 1804, therefore the Bengal Board of Revenue took charge of the estates and the Governor-General became the technical guardian of the minor Harinath.

The family left by Lokenath consisted of his two widows (the elder being the mother of Harinath); the two cousins of the heir, nephews of Lokenath who were the children of Gangamani and Jamunamani, called Brajanandababu and Banshidharbabu; and the two lone male descendents of the brothers of Kantababu, namely Shyamcharan and Ramcharan, the younger sons of Gurucharan, who was the son of the 'deficient in intellect' Joyram. Both the brothers were greatly agrieved. If Harinath had not been born, they would have been most certainly adopted by Lokenath and the estates then would have belonged to them. This was not all. There were also two more persons who played a significant role during this time. They were the two Attorneys of the late Maharaja. The English educated Krisna Nath Roy came from the old Srikhanda family who had provided many loyal servants in the past. Krisna Nath attained the status of Dewan under Lokenath. It was however Radhamohan Ghosh, the Manager of the Cossimbazar Palace, who was held in greater confidence by the Ranis. Moreover by staying in the Palace he was closer and better known to the whole family also. These people will be found in their ever changing patterns of selfishness in the colourful kaleidoscope that the minority of Harinath will provide.

The first move was made by Radhamohan who took large sums of money from the estate's treasury and handed them over to the Ranis for safe keeping. Shyamcharan who had been married the year before amidst

great pomp and fanfare, did not like this, after all Radhamohan Ghosh Munshi might know Persian better than him but was he not a clerk drawing only Rs. 15 per month? The Dewan, feeling that he should move closer to the scene of operation, came to Cossimbazar after appointing his brother-in-law Gobindahari Barat as the Manager of the Calcutta affairs. Krisna Nath was at this time drawing a salary of Rs. 200 per month.

Arriving at Cossimbazar, he immediately came to an understanding with Shyamcharan and went to see the Collector of Murshidabad with him on 27 March, each paying *nazar* of two gold mohurs (Rs. 32+32). Not to be left behind Radhamohan Ghosh also met the Collector the same evening with Brajanandababu and Banshidharbabu paying two gold mohurs for himself and one gold mohur each for the two cousins (Rs. 32+16+16). He again saw the Collector alone on 7 June and paid him a *nazar* of Rs. 20. The Collector of Murshidabad was the chief administrator on behalf of the court of Wards, therefor both the parties sought to please him. Radhamohan was trying hard to gain the confidence of the Ranis as well as the Collector. He took great care in completing the construction of the riverside house at Bidupara, which was so much cherished by Lokenath. He also took out a license and started building which later came to be known as the Khagra Bazar, becoming the chief market in Berhampore. In Sraban, three months after Lokenath's death he got Sambhunath Bachaspati to perform a religious ceremony of fantastic proportions for the welfare of the family costing Rs. 1250. The *Munshikhana* (Secretariat) and the *Khajnakhana* (Treasury and Accounts Department) were improved. On 11 January, 1805, the *Mahafejkhana* (Record Room) came into being at the cost of Rs. 1282, and on 12 February, 1805, the *Sarbarahakarikhana* (Supplies Department) was established at the cost of Rs. 1579. All the expenses were on the minor's account. The last established department became the instrument through which the greed of Radhamohan Ghosh, Munshi, became eloquent.<sup>1</sup>

The sradh ceremony of Maharaja Lokenath Bahadur cost a little over Rs. 25,439, thanks to the dogged resistance of the Murshidabad Collector, who saw no reason to grant any more money, to be misused by the relations of the minor. In spite of their private strife, the family and the Power of Attorney holders tried to put up a united public face.

<sup>1</sup>Raja Harinath's Cash Book of 1211 (1804-05).

Their first proposal was that the minor and his estates might be left to them as guardians of the minor and the Managers of the estates. This proposal was turned down in spite of some patronage by certain officials and Lord Wellesley made it clear that no alternative existed to the Court of Wards. G. Dowdeswell signed the order that was issued on 14 June 1804 to the Chairman, Board of Revenue, 'The Governor-General in Council desires that you will take charge of the late Raja's Estate, and provide for the management of lands which have descended to his child, under general regulation respecting the Estate of Minors.'<sup>2</sup> The Government also treated the wishes of the late Maharaja with respect and wrote to the Collector of Murshidabad, 'The Governor-General in Council having been pleased to determine that the Estates of the late Rajah Locknauth should be taken under the jurisdiction of the Court of Wards, I am directed to desire that you will communicate this information to the persons appointed by the Will of the late Rajah as trustees and guardians of the Estate of his infant son.

'You will inform them that the Court will admit their being appointed to act as guardians and also as general *Serberakars* of the whole of the estates of the late Rajah; but as agents on their part to act as Managers of the estates in each district are requisite, the Court desire you will call upon them to notify to you the names of the persons who they may wish to have appointed to act as Managers in each district, and on receiving their reply, you will give the necessary information to the Collectors of the districts in which the lands are situated, and furnish a list of the names to the Court.

'In conclusion the Court desire, you will inform the above persons that they must be very punctual in the payment of revenues to the Government, as in the event of any failure in the regular discharge of the Kist, the Court will take immediately measures for farming the lands.' On the same day i.e. 15 June, 1804, the Collectors of Murshidabad, Nadia, Dinajpur, Burdwan, Rungpur, Bhagalpur, Birbhum, Rajshahi, Jessore and Dacca were informed that the Estates of Maharaja Lokenath had been taken under the jurisdiction of the Court of Wards. They were further informed that, 'I am directed to inform you that the Court have appointed Kishennaut Roy and Radhamohan Ghosh as Guardians of the Minor and general *Sarberakar* of the whole estates of the late Rajah.'

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<sup>2</sup>IOR. Bengal Board of Revenue Proceedings, Misc (Wards), of 15 June 1804, No. 31, Range 90, Vol. 5.

The Collectors were further instructed, 'You will put the agent of the guardians in possession of the estates, and you will be careful to report to the Court if at any time the revenues of the estates in the district under your charge are not punctually paid up.'<sup>3</sup> Bevan, the Collector of Murshidabad wrote to the Board of Revenue on 17 July 1804, after discussing the payment of Revenue with the new Managers of the Estate. The Managers pointed out in a *Darkhaust*, which Bevan forwarded to the Board, that the Estate was situated in nine districts, and as such it was difficult to pay the Kists in time after realising the rents. The land rents were notoriously always paid later than the time it was due, so the new Managers entreated the Government that in order to pay the revenue in time they might be allowed to pay into the Murshidabad Treasury, the whole of the rents due to the government from the several estates in other districts.<sup>4</sup> They also submitted the names of the agents who would look after the property of the minor in the different districts. 'List of Agents proposed by Kishenaut Roy and Radamohun Ghosh, Guardians and Managers of the Estate of Hurreenaut Roy, minor, proprietor of Kuntoonagur etc. to act for them in the different *Zillah*.

1. Comul Lochun Mujmooadar	inhabitant	of Hujrah Hauty,	Agent for Rungpur
2. Ramgopaul Mujmooadar	do	of Hurreenarainpur	
		Barandy	„ „ Nuddea
3. Hurreenarain Chowdry	do	of Sreekhund	„ „ Dinagepore
4. Ramchand Acharjee	do	of Khugrah	„ „ Rajeshahy
5. Radanaut Roy	do	of Sreekhund	„ „ Beerbhoom
6. Kishengovind Mujmooadar	do	of Roundy	„ „ Bhaugulpore
7. Pudlochun Muckerjea	do	of Phewgong	„ „ Burdwan
8. Telokechand Sircar	do	of Paunjoah	„ „ Jessore
9. Cossynaut Roy	do	of Baunsbareah	„ „ Dacca-Jelalpore'

The Court of Wards agreed to the suggestion of paying the entire revenue of the Estate at the Murshidabad Treasury, but they cautioned that the payment should be made sufficiently in time, so the Collector of Murshidabad was able to inform the other districts. Joseph Sherburne was the only Collector who opposed this system of payment, fearing confusion, but his objections were overruled by the Court.<sup>5</sup>

Now the Court demanded from the Managers a full list of the personal properties, the accounts relative to the Estate and the account of the proposed establishment. Mitford, the acting Collector of

<sup>3</sup>Ibid., Nos. 32 and 33.

<sup>4</sup>Ibid., Proceedings of 17 July, 1804, Nos 4, 5 and 6.

<sup>5</sup>Ibid., of 21 Aug 1804, Nos. 6 and 7.

Murshidabad informed that all these statements were being prepared and would be submitted 'as soon as the Hindoos Dusharah Festival is over.'<sup>6</sup> Everybody seemed to have been satisfied, as the appointment of the guardians and the Managers was smoothly accomplished. The Ranis in their petition approved the appointments. They wrote, 'The death of the Rajah and their sorrow in consequence; that they are left with his son, an infant, who with the property he inherits, is placed by the Will of the Rajah under the management and care of his old and faithful servants Kissennath Roy and Radamohun Ghosh, that they are particularly well pleased with the arrangement so made and that in its receiving your confirmation, the concern of the Estate will prosper.' The Collector made enquiries after receiving the *arzee* of the Ranis and wrote to the Court of Wards, 'I take the liberty of recommending them, as upon minute enquiry into their characters, I have every reason to believe them worthy of such trust, particularly Radhamohun Ghose who has been for a length of years a confidential servant of the family and has always resided in the house at Cossimbazar; the other I believe been generally employed as a Vakeel in Calcutta.' He continued to report, 'I am not able to make any accurate report upon the personal property of Rajah Lokenath, and rather wait for your orders before I demand a particular inventory of his effects. General report speaks of the property, particularly the quantity of specie in the house at Cossimbazar, as immense, this may however very likely be considerably exaggerated, but there is no doubt that he died extremely rich, independent of his landed Estates.'<sup>7</sup>

The Power of Attorney granted by Maharaja Lokenath Bahadur only a few days before his death on 12 May 1804 or 30 Bysack 1211 had also been recorded in the Revenue Board Consultations. 'On account of my very infirm state of health, I find myself totally incapable of attending to the management of my concerns, you (Krisna Nath Roy and Radha Mohan Ghosh) are my old and approved servants, I therefore constitute you my lawful attorneys, and entrust you with the care of my whole Estate both real and personal.

'You will take under your immediate charge the following landed estates, Pergunnah Kantoanagar, Pergunnah Baharbund etc., Pergunna

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<sup>6</sup>Ibid., of 16 October, No. BC and No. 10.

<sup>7</sup>IOR. 'Bengal Board of Revenue Consultations of 1 June 1804, no. 21 Range 75, vol. 27.



Lokenathpoor, Pergunnah Lokenathnugger, Dhee Beragpore etc., Dhee Kumargaon etc. Kismut Pergunnah Plassey, Hoodah Chacklah Gopejan, Hoodah Raghoonatpore, Turruf Dooneegong Desalpore etc., Turruf Dunepore, Pergunnah Dushazaree, Pergunnah Jelalpore Nuwarah, Kismut Pergunna Chundlye, Dhee Boyleea, Turruf Chuttee-dugar etc. and Kismut Jogong and whatever *Malguzarry* Property I may possess in the different *Zillas*—also my Altumgha Jagire called Dohabehara etc. in the district of Benares, my Lakheraj, Dewotter, Birt and khangee khamar lands, situated in Cossimbazar and elsewhere, my property in Calcutta consisting of houses rented to different persons; gardens etc. purchased part by private and part by Sheriff's sales, whether standing in my own name or in the names of others, you will duly discharge, agreeable to my engagements, the public revenue assessed on my estates in the different *Zillahs*, the charges of my Zemindarry amlah, my household and the Thakoor Shewah expenses, you will also pay according to established rules, with any little excess that may be found indispensibly requisite, the profits that may afterwards remain in hand, you will duly carry into my Treasury, which you will take care of and keep regular monthly accounts of receipts and disbursements signed with your own signatures.

'You will take proper measures to realise whatever may be due to me on written obligations, on running accounts.

'I make over to your entire superintendence and direction my Zemindarry *amlah*, sudder and mofussil. You will in your capacity of my administrators keep up necessary correspondence and put your official signatures to documents of every description relating to my *Zemindaree*. You will take the management of all suits that may either now or hereafter be pending in any of the zilla courts; you will carry on any business that may be necessary in Calcutta with the Council, the Board of Revenue or, the Supreme Court and to the orders you may receive from the gentlemen of the Sudder, you will pay all due and proper attention. You will proceed in all transactions with caution and honesty, taking especial care to do that only which shall be productive of welfare and credit to my estate. In consideration of the troubles you will have as my attorneys, I hereby make an addition to your personal salaries of 100 Rupees a month in lieu of any commission that may be considered as attached to your offices.

'This Power of Attorney is to remain in full force until I shall either myself be restored to health or my son attain the age of 16 years and if you shall be called upon by the gentlemen in authority to produce the Powers by which you act, this is the paper you shall bring forward'.<sup>8</sup>

Later this Power was suspected to be the handiwork of either one or both the beneficiaries.

The agents also went to work immediately. Ramgopal Muzmooadar, the agent of Nadia reported that while paying Rs. 19586 as revenue, Rs. 106 have been overpaid. He requested for the refund of the amount.<sup>9</sup> There were quite a few litigations pending among which the serious ones were the suits instituted by Raja Garoor Narayan of Panchakote (Pachet) and Thomas Henchman. The important suits instituted by Lokenath were against the Nawab of Murshidabad for a loan of Rs. 32000 given to him at 12% interest and against Surajnarain for Rs. 21,818-19-0.

The Managers started well, first proceeding against Chundernarain, the son and heir of Surajnarain, deceased, who was an inhabitant of Murshidabad. The demand was for the arrear of revenue due for Hooda Raghunathpur which the Zemindar of Rokunpore had taken on rent. The Collector reported to the Court that two decrees have been passed by the Zilla Court and now the demand against the Zemindar of Rokunpore stood at Rs. 26,253-14-17-2. He suggested that the only way to pay this demand was to cut the annual expenses of Rs. 19000 previously enjoyed by the Zemindar to Rs. 9600 per annum. The Managers reported on every matter and invested the whole of the surplus of the year which came to Rs. 18000.<sup>10</sup> They also reported that Sheik Furzund Ally, the farmer of Doohabehara and other mahals in the district of Benares, which were lands held under Jaigir by Kumar Harinath, a ward of the Court, had absconded to Calcutta with a balance of Rs. 5587-8-0 on account of the rents for the year 1212 B.S. They were advised to move an application in the Court of Benares to annul the lease of Ally.<sup>11</sup> The Court of Wards however always reminded the Collectors and particularly the new

<sup>8</sup>Ibid., No. 22. It was dated 7 May, 1804 or 26 Baisakh, 1211 B.S.

<sup>9</sup>Bengal Board of Revenue Consultations, Misc. Wards Proceedings of 18 January 1805, Nos. 17 and 18.

<sup>10</sup>Ibid., of 14 June 1805, No. 10, 21, October 1805, Nos. 2 & 3 and 13 December 1805, No. 8.

<sup>11</sup>Ibid., of 1 July 1806, No. 3.

acting Collector of Murshidabad that all action should be taken with the view that it will be beneficial to the minor. No amount of surplus should be allowed to be held by the Managers, but should immediately be invested in Government Securities.<sup>12</sup> The Court emphatically and correctly concluded that the minor's property was always open to abuse and therefore strong measures were necessary to check them. Having already approved Rs. 9397 for the first annual Sradh ceremony of Maharaja Lokenath, they were keen on taking measures for the recovery of the arrears of rent due to the Estate. They were therefore of the view that the arrear of rent Rs. 36,485 must be recovered from Kantonagar in spite of the fact that the Managers had recommended that these dues be liquidated. So when the petition came from the Managers, that the ceremony of 'Choorakaran'\* of the minor would be performed, which they termed as 'first commencement of education ceremony', at a cost of Rs. 8930-8-0, and asked for the approval of the Court for defraying this expense from the surplus of the annual collection, the Court put its foot down and sanctioned only Rs. 4557-11-0.<sup>13</sup>

The suit between Garoor Narayan Deo and Lokenath ended with Maharaja Lokenath retaining the disputed lands but having to make a payment of Rs. 19620-13-15 as the normal value of the lands, which Maharaja Garoor Narain claimed to have been sold without his consent or permission. Lokenath was granted instalments or *kistibundy* by the Zilla Court of Ramghar of Rs. 5000 per annum which enabled him to pay from the collection of the property. The payment was completed in 1205 or 1811-12.<sup>14</sup> Now came a heavier burden when the Judge of the City Court issued a decree against Harinath, minor, for a sum of Rs. 60,631-15-14-1 which included the cost of the suit and interest, in favour of Thomas Henschman. The most interesting factor in this suit which was fought in the Sadar Dewanee Adawlat was that both the parties, Thomas Henschman and Maharaja Lokenath were dead. And the suit was instituted because Narsing, Lokenath's uncle had accepted an advance for supplying silk gods. Henschman left no heir of his own either, but some Government officers were the administrators of his estate

<sup>12</sup> Ibid., of 11 November 1806, No. 2.

\*Choorakaran an obscure ceremony was brought into being to take advantage of the wealthy minors. It required the piercing of ear lobes of the minor and shaving his head as he attained boyhood. A ceremony performed by the non-brahmins which was parallel or very close to the institution of the sacred thread ceremony of the Brahmins.

<sup>13</sup> Ibid., of 21 May 1805, No. 3, of 11 November 1806, No. 2 and of 27 February 1807.

<sup>14</sup> Bengal Board of Revenue Proceedings Range 73, Vol. 29 of 16 February, 1798.

and as such were interested, otherwise it is difficult to explain the hurry with which the full amount was paid from the minor's account. Generally a suit against a minor was kept in abeyance by the Court of Wards. Here the circumstances were peculiar as in the past Narsing's loans never devolved on his brother's family, not to speak of a minor. T. F. Bevan, Collector of Murshidabad wrote to T. Graham, President, Board of Revenue, 'I accordingly called upon you the Managers, who in their reply petitioned for permission to discharge the amount by instalments, which was submitted to the Court and rejected, with an order to pay in the whole sum directly, which the Managers propose doing by the sale of Government Securities, now in deposit with me, the principal sum amounting to sicca Rupees 42,200 and the remainder out of the profits of the Estate, for the past year, which they will have to pay into the Treasury upon the annual settlement of their accounts, which are under preparation. If this meets the approbation of your Court, I shall immediately deliver up the Government Securities in my hands for sale and cause the full amount to be paid into Court. I have further to add that a petition was made to the Court, that the Securities should be received at par in payment of the sum decreed which also on a reference to the authorities of the Respondent was rejected.'<sup>15</sup>

Towards the end of the year the Managers petitioned for sanctioning expenses amounting to over Rs. 20,000, for the repair of the family residence at Cossimbazar, in consequence of the uncommon rain in August, by which many of the buildings had been entirely thrown down. Ultimately only Rs. 10,000 was sanctioned for the repairs of the family dwelling house.<sup>16</sup>

That the Company sometimes applied a double standard is demonstrated fully in the case between Lokenath and the Nawab of Murshidabad. The Nawab had borrowed Rs. 32000 from Maharaja Lokenath at 12% interest but failed to pay either the Principal or interest. This was a part of the debts amounting to Rs. 2,24,863 that the Nawab had incurred. The Nawab being exempted from the jurisdiction of the Courts, this matter came up before the Board of Revenue. The Government refused to be considered in any way liable for the debts of the Nawab, but agreed that the amount should be paid. T. Pattle, Superintendent of the Nizamat

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<sup>15</sup>Bengal Board of Revenue Consultations, Misc., Wards Proceedings, Range 90, Vol. 5 of 31 July 1807, No. 2.

<sup>16</sup>Ibid., of 27 November, 1807, Nos. 2 and 3.

felt that in the case of the demand of Harinath Roy, minor, 'all demand for interest has virtually ceased since the amount has more than doubled.' He suggested that if the demand for interest was foregone, he will see that the principal amount was immediately paid. Otherwise, he threatened that no demand was realisable as the Nawab was outside the jurisdiction of the Courts of law. He felt that if it was agreed to pay the principal immediately, it would turn out to be more beneficial to the minor. He also reported that Krisna Nath Roy, whom he called the 'Principal Manager' of the minor's Estate was agreeable to such a proposition. The Board of Revenue under the garb of effecting a compromise agreed to the proposition. So out of the demand for Sicca Rupees 79,364, the minor's Estate was paid only S<sup>a</sup> Rs. 32000 on 2 December 1808. The money was paid directly to the Court of Wards and the bonds of debt were cancelled by an agent of the Managers of the minor's Estate.<sup>17</sup>

While looking into the loans of the Nawab, the Superintendent of the Nizamat found another loan which the Nawab had taken from Dewan Krisna Kanta, the grandfather of the minor mortgaging a part of his jewellery which were kept in Security with the Jagat Seth. The value of the jewells alone came to over two lacs of Rupees.<sup>18</sup> As the minor and his Managers were ignorant about this debt, it was never brought to light. Probably Harinath came to know of this incident when he came of age. He gave a loan to Jagat Seth Indranath against the deposit of jewels as security, which were kept in his custody. As soon as the bond became due because of the non-payment of the loan, he instituted a suit against Indranath, won a decree and confiscated the jewels, referring to the loan his grandfather had given to the Nawab. This of course happened in 1830.<sup>19</sup>

The year 1808 was important to Harinath for many reasons. Some of the incidents can be stated to be extremely funny. Take the case of Henry Parry, the Judge and Magistrate of Nuddea, who was found to be living free in a house that belonged to Harinath. As soon as this was brought

<sup>17</sup>a. Ibid., Range 114, Vol. 27, Proceedings of 10 June Nos. 10, 11 & 12 and 26 July 1808, Nos 1 & 2; of 23 September No. 12; of 6 Dec. 1808 Nos. 7; of 20 Dec. 1808, No. 10.

b. West Bengal District Records, Murshidabad Nizamat, Letter Received, 1793-1856 (New series, 1964) pp 114, 122, 125 and 134.

c. Ibid., Letters Issued, 1802-1831, Part I (New series 1965), pp 62,74 and 113.

<sup>18</sup>Ibid., Letters Issued, 1802-1831, pp 52 and 74.

<sup>19</sup>Ibid., p 524.

to the notice of the Court of Wards, he agreed to pay a rent of Rs. 150 per mensem, complaining that the house was in a dilapidated condition and the godown attached to it completely unusable. He wanted immediate repairs to be commenced and two rooms to be added to the godown. He wanted the house to be fully painted and the doors and locks repainted and repaired. Calculating that he was paying per month ten percent of Rs. 1500, he demanded that not less than Rs. 2000 should be immediately spent on the house. The Court turned down the suggestion and sanctioned that not more than three months' rent (i.e. Rs. 450) be spent on repairs.<sup>20</sup> Unfortunately nothing more is known of this affair.

The trouble that was brewing in the family after the death of Lokenath, now burst forth. The temporary truce that was effected because of the fear that some outsider might be appointed as Manager and guardian of the minor, led them to agree to the appointment of Krisna Nath Roy and Radha Mohan Ghose as Managers and Guardians. But as soon as Radha Mohan Ghose died on 30 August 1808, the old rivalries started afresh. Quite aware of the situation, Collector Bevan suggested that the other man, may be appointed the sole Manager and Guardian.<sup>21</sup> Even before the Court could discuss this suggestion, there were fresh complications as Krisna Nath Roy also expired in early December 1808. So both the office fell vacant and every body tried to occupy it. First came the petition of the Ranis, who bitterly complained about the mismanagement of the Estate by the late Managers and demanded an enquiry into the accounts. But strongest of all was their request to be considered as the Managers of the Estate. Campbell, the new Collector did not like the idea and suggested that the different parts of the estate might be leased out to different persons in farm instead of maintaining the system of management centralised in the Managers. To add force to this argument, he pointed out that the late Managers had partially adopted this policy. The Altumgha lands in Benares had been farmed for Rs. 7000 per annum, some of the larger mahals in Nadia and Rajshahi were also held by different persons in farm. In view of the fact that a lakh of Rupees were paid annually as revenue to the Government for the estates of the minor, he requested a quick decision from the Court of Wards.

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<sup>20</sup>Bengal Board of Revenue Consultations, Misc. Proceedings, Wards, Range 90, Vol. 5 of 24 June 1808, Nos. 3 and 4.

<sup>21</sup>Ibid., Proceedings of 23 September 1808, No. 7.

Alternatively he suggested the name of Krisna Mangal Sarkar, who had worked as *Sherestadar* under Maharaja Lokenath and continued to do so, under the late Managers, for the last 15 years, to be appointed as *Serberak* or Manager provided he was capable of providing security. As he had been in charge of the Estate under the Managers and knew the working methods intimately, the Collector felt that he was the best to be found for the job. For the post of the guardian, the Collector suggested the name of Brajanandababu, the eldest nephew of Maharaja Lokenath, whom he considered to be the most trustworthy and honest. The Court of Wards approved both the suggestions but ordered at the same time that the appointment of the Manager will be made after he had given the necessary security. Krisna Mangal Sarkar could not find any security. The Collector wrote to the Court on 23 December 1808, 'Your Court are however aware of the dissensions which have long existed between the different members of the late Rajah Lokenath's family. From the respect to the memory of the late Rajah, much attention is paid to the Ranees, by whose influence Kishen Mangal Sarkar was prevented from obtaining security or acting as Manager and as they are anxious to get the management of the lands into the hands of one their creatures, which I think it very desirable for the interest of the minor, to avoid.' The Collector next suggested the name of Ramhari Bose for the post of the Manager as he had been Maharaja Lokenath's agent in Rokunpore. This time the nephews, one of whom had been made the guardian of the minor, objected to the appointment. They pointed out that while Krisnamangal was incapable of producing a security, Ramhari had been dismissed from service by the late Maharaja Lokenath for some offence. Both, according to them, should be considered unfit for the job and unworthy for the post of the Manager of the Estate. The nephews, Brajananda Paul and Bangshidhar Nandy, now put forward their own names to be considered as the Managers of the Estate and agreed to provide security, if their suggestion met with the approval of the Court of Wards.<sup>22</sup>

The objection of Ranis to the appointment of Krisnamangal was understandable because in spite of his efficiency Krisnamangal had been a minor official in the establishment drawing only Rupees seven per month, while the late Managers, Krisnanath and Radhamohan, ultimately drew, Rs. 346 and Rs. 262 per month, respectively.<sup>23</sup> The year closed without a Manager being appointed. Campbell, the Collector however

<sup>22</sup>Ibid., Proceedings of 20 Dec. 1808, No. 10; of 30 Dec. 1808, Nos. 1, 2 and 3.

<sup>23</sup>Raja Harinath's Cash Book of 1212 (1805-1806).

did not lose sight of the surplus that the Estate earned during the year and took measures to invest Rs. 43,439 in Government Securities.<sup>24</sup>

Next year the controversy started afresh. Ramhari Bose, now produced Nundocomar Bose, the Dewan of the Custom House in Calcutta, as his surety. The Collector called the nephews for discussion, who admitted that in reality Ramhari had been a confidant of the late Maharaja Lokenath and had been serving him for three generations. It was because of his illness that Krisnanath Roy and Radhamohan Ghosh came to prominence, otherwise, the nephews now said, Ramhari would have been appointed the Manager of the Estate.<sup>25</sup> Bangshidhar and Shyamcharan were now in favour of appointing Ramhari as Manager, while the Ranis and Brajananda were against the appointment. The Collector however could not push the appointment on the face of the opposition of such important persons. The Court of Wards now proposed to let the whole estate on farm for 5 years starting from 1216 B.S. The Collector was requested to issue advertisements inviting proposals for farming. He was also directed to pay the allowance of the minor, from the profits of the Estates situated in the district. He was asked to invest all other surplus in 8 percent Government Securities. They also ordered that Rs. 32,000 received from the Nawab should be likewise invested for the benefit of the minor.<sup>26</sup>

Every Collector in whose district the Estates of minor Harinath existed was asked to examine thoroughly the accounts of the past years. Morgan, Collector of Rungpore, reported that Nandadulal Bhattacharjee, an officer long in the employ of late Raja Lokenath, in a petition informed him that the late Managers had been embezzling annually the sum of Rs. 21,082 from the collections of the Baharbund Pargana alone. The Collector of Murshidabad was ordered immediately to institute an enquiry and to take necessary action if the allegations were found to be true.<sup>27</sup> In the meantime Ramkrishna Mookerji offered to farm Baharbund for Rs. 1,53,033-6-1, which he declared was Rs. 19,000 more than the present annual collection.<sup>28</sup> The Collector of Murshidabad got an account prepared by Ramhari Bose, who had intimate knowledge of

<sup>24</sup>Bengal Board of Revenue Consultations, Misc Proceedings, Wards of 30 December 1808, No. 3.

<sup>25</sup>Ibid., Proceedings of 31 January 1809, Nos. 6 and 7.

<sup>26</sup>Ibid., Nos. 15 and 16.

<sup>27</sup>Ibid., Proceedings of 28 February 1809, No. 11.

<sup>28</sup>Ibid.



this estate and wrote to the Court on 28 March 1809, 'It appears that the annual income from lands after defraying all expenses of collections should amount to Rs. 1,55,862, which exceeds the offer made.'<sup>29</sup> On the same day the Collector of Murshidabad informed the Court, the result of his enquiry in regard to the charge of embezzlement against the late Managers. He wrote, 'From what I know of the expenses as well as the recently acquired wealth of Kishan Nath Roy, I was persuaded that he must have appropriated to his own use a considerable sum from the receipts of the Estate under his charge, this was one reason for my recommending to your Court on the 3rd of December last, the day I was informed of his death, that the minor's landed property should be let in farm.' He however again pleaded that Ramhari Bose might be appointed the Manager of the Estate.<sup>30</sup> He also wrote that the late Managers had without the approval of the Court, farmed some parts of the estate with private persons. The Collector stated Ramhurry was helping out to find the illegal acts committed by the late Managers.<sup>31</sup> Campbell now sent to the Court the detailed account of the *Sadar Malguzzary* or Revenue payable annually to the Government by the Estate of Kumar Harinath Roy, minor.<sup>32</sup>

Zilla (District)	Maul (Revenue)	Thanadarry (Police charge)	Total
Murshidabad	Rs. 29,251-3-12-3	Rs. 200-0-0-0	Rs. 29,451-3-12-3
Rajshahi	„ 46,169-9-3-1	Rs. 43-0-0-0	„ 46,212-9-3-1
Rungpur	„ 78,900-9-17-3	Nil	„ 78,900-9-17-3
Dinajpur	„ 24,588-2-12-3	Nil	„ 24,588-2-12-3
Nadia	„ 57,275-2-5-1	„ 394-10-0-0	„ 57,699-12-5-1
Bhagalpur	„ 1,063-9-14-0	Nil	„ 1,063-9-14-0
Jessore	„ 3,267-2-8-0	Nil	„ 3,267-2-8-0
Birbhum	„ 1,547-1-3-0	„ 17-3-5-0	„ 1,564-4-8-0
Burdwan	„ 558-11-19-3	Nil	„ 558-11-19-3
Jellalpoore (Dacca)	„ 87-13-8-2	Nil	„ 87-13-8-2
Total	Rs. 2,42,709-2-5-0	Rs. 654-13-5-0	Rs. 2,43,363-15-10-0

The Court of Wards asked the Collector to invest the surplus money. Accordingly on 3 February 1809, Promissory Notes worth S<sup>a</sup> Rs. 55,200 were sent by the Collector on account of the minor. Little heed was paid

<sup>29</sup>Ibid., Proceedings of 28 March 1809, No. 17.

<sup>30</sup>Ibid.

<sup>31</sup>Ibid., Proceedings of 28 February 1809, No. 22.

<sup>32</sup>Bengal Board of Revenue Consultations, Misc, Wards Proceedings of 28 February 1809, No. 22.

either to the recommendation of Ramhari Bose or the fresh allegations against the late Managers.<sup>33</sup>

On 14 March 1809 advertisements were published in the Calcutta Gazette inviting proposals for farming the Estates of the minor.<sup>34</sup> The Collector made a last attempt to stop the Court from farming the Estate and appointing Ramhurry as the Manager. He even credited him with preparing the accounts by which the total collection of the Estate would increase annually by Rs. 34,000. He also credited him with finding out that the Treasury interest paid to the Manager's agent, Govindahari Barat, amounting to Rs. 3700, Rs. 4888 and Rs. 1188 had not been shown in the minor's account. The Court took a very stern view of the last allegation and directed the Collector to take necessary steps against the agent of the late Manager under Clause 2, Section 32 of Regulation 10 of 1793.<sup>35</sup>

The Ranis have been regularly corresponding with the Court, informing it of their dislike about the appointment of Ramhari Bose as Manager. As soon as the notification to farm the Estate was published, they petitioned again praying to be appointed as the Managers, as they felt that if an outsider was left with the control of the collection he would ruin the Estate. They wrote, 'Not having the good fortune to receive any orders on our (several) petitions, we have only to hope, we have not incurred the displeasure of your Court, but that you will of your goodness be pleased to point out under what circumstances and in what manner we may be permitted to have the management of the estates of our son, committed to us and we will most willingly comply with such conditions, as you may deem it requisite to prescribe, both for the security of Govt's Malguzzary (Revenue) and the overplus profits for the benefit of our son.' They pointed out that nothing was being done to penalise the embezzlements of the late Managers. In a most workmanlike manner the Ranis referred to the many boundary disputes in the estates which were pending from the time of death of the late Raja and alleged that no actions had been taken in these disputes. Protesting against the farming of the estates, they pointed out that if Chaitra was considered to be the last month of collection, the Court would be giving the new farmers an extra year's advantage as the year's collection closed

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<sup>33</sup>Ibid., of 28 February, No. 24 and of 28 March 1809 Nos. 10, 11 and 12.

<sup>34</sup>Ibid., of 28 March 1809, Nos. 13, 14 and 15.

<sup>35</sup>Ibid., Nos. 16, 17 and 18.

in the month of Sraban, when the ryots made their final annual payments for the year which ended in Chaitra. The letter of the Ranis was not only most persuasive and well constructed but also was full of facts. They pointed out that under similar circumstances the Ranis of Nadia, were entrusted with the management of the estates of their minor son Harish Chandra Roy in March, 1808.<sup>36</sup> The Collector of Rungpore now came to support the Ranis. Writing on 28 April, he pointed out that the persons, who were desirous of taking the Baharbund Pargana in farm, were interested in the various portions of the land. He informed the Court that 'Ramnaut Lahary, Zemindar of Curry Barry, Collynaut Roy and Rajinder Roy, Zemindars of Bhiturbund, Gopee Mohun and Hurry Mohun, Zemindars of Putta Daha and Dewangunge were interested persons as their estates surround the Pargana Baharbund, having common boundaries in many places, moreover the river Bramhaputra being the border of Baharbund, claims to *chars* as well as alluvium and delluvium lands form a constant subject of dispute.'<sup>37</sup> While the Court of Wards was deciding how to manage the estates of the minor, Campbell, the enterprising Collector of Murshidabad, completed his enquiry on the late Managers and proudly wrote back to the Court, that he had not only recovered a part of the money but also had the assurance of further payments. He wrote, 'I have the honour to return the notes amounting to Rs. 55,200. . . . They are endorsed to your Court by Bancharam Roy, the eldest son of Kishennauth Roy and by Dashee Munnee, the daughter and Saudaminee Munnee (sic), the daughter-in-law of Radhamohun Ghose.' He alleged that the lands purchased in Burdwan and Birbhum, by the late Krisna Nath Roy, in the name of his son was also out of the embezzled money. As soon as he can ascertain this fact by looking into the records of the district with the help of the acting Collector of Birbhum, he will get them transferred to the name of the minor.<sup>38</sup>

Now the proposals for farming the different parts of Harinath's estate started to come in. The Collectors of the different districts where the estates were situated reported on the proposals, and sometimes gave their comments. Some of the Collectors felt that further division of the estates would result in larger offers, which would be beneficial to the minor, while the others were against it and felt that fragmentation would ruin the estates. The most interesting offer was made by the Ranis of Maharaja Lokenath, in a petition to Campbell in which they offered to

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<sup>36</sup>Ibid., of 25 April 1809, No. 1.

<sup>37</sup>Ibid. of 30 May 1809, No. 9.

<sup>38</sup>Ibid., of 27 June 1809, Nos. 1, 2, 2A, 2B and 6A.

take 'the whole of the Maulgoozaury estates of the minor Koer Hurrinauth at an annual Jumma with *Moshaira* of Rupees 3,39,801-5-17-1 exclusive of *sarunjaumee*, *Poolbondee* and every other expense.' The sudder Jumma or the Revenue of the lands which the Ranis offered to farm, Campbell informed, was Rs. 2,43,363-15-1. The Ranis offered securities and forwarded a copy of the 'Ekraurnaumah' with their petition. The securities offered were Jagamohun Singh, a considerable Zemindar of that part of Birbhum that was under the management of the Murshidabad Collector; and Haripriya Chowdhanee, who though a lady was a zemindar on her own right having estates in Murshidabad and Dinajpur. She paid an annual Revenue of Rs. 40,000. Campbell was satisfied with the securities provided. The Ranis also sent a copy of the petition to the Court of Wards directly through their Attorneys, Lalmohun Dutt, Jibanram Bagchi and Sibkrisna Mullick, with an earnest entreaty of not dividing the estates amongst the bidders.<sup>39</sup> The estates were however ultimately divided but only into five units of which the Ranis received the largest unit. The Court considering all factors took the middle course.

The Court informed the Collector, 'I am directed to acquaint you that the Board of Revenue in their capacity as Court of Wards, with a view to prevent any further mismanagement or malpractices on the part of the guardian, managers and others have deemed it expedient to accept the following offers for the farm of the Malguzarry (Revenue paying) Estates in the several districts belonging to the minor Coer Hurrynauth Roy for the period of five years from the commencement of 1216 B.S.

District	Farming Jumma	Farmers	Sureties
Rungpore (Baharbund)	Rs. 1,71,100-0-0	Ramsunker Chatterjee	Radhamohun Banerjee
Nuddea	„ 71,828-0-0	Surit Ullah	Khyrullah etc.
Jungle Mehaults (Beerbhum)	„ 13,200-0-0	Cossinaut Surma Mondal	Collychurn Paul
Jessore	„ 7,505-0-0	Mofuzzul Islam	Budecul Zaman
Rajshahy	„ 51,334-0-0	The two Rannis of the Rajah Lokenath	Samuldoss Baboo (a Gujrati merchant)
Moorshidabad	„ 35,001-0-0		
Dinagapore	„ 40,101-0-0		
Bhaugulpore	„ 1,270-0-0		
Burdwan	„ 1,012-0-0		
Dacca	„ 107-0-0		
Rs. 3,92,358-0-0' <sup>40</sup>			

<sup>39</sup>Ibid., of 27 June 1809, Nos. 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 and 46.

<sup>40</sup>Ibid., of 27 June 1809, Nos. 47 and 48.

As soon as the offers were accepted, the Sureties were informed to deposit money in Promissory and Treasury Notes. The amount deposited was more than the amount that was demanded by the Sub-Treasurer which was Rs. 52,400.<sup>41</sup>

Promissory and Treasury Notes	By whom deposited	Farmers	District	Sudder Revenue
Rs. 30,000	Radhamohun Banerji	Ramsunker Chatterji	Rungpore	Rs. 78,900-9-17-3
„ 2,000	Budeeul Zaman	Mofuzzul Islam	Jessore	„ 3,267-2-8-0
„ 3,000	Nurhurry Paul	Cossinaut Surma	Beerbhun	„ 1,564-4-8-0
„ 17,800	Moonshy Khyrullah	Surit Ullah	Nuddea	„ 57,669-12-5-1
„ 29,600	Samul Doss	Widows of the Rajah	Rajishahy	„ 46,212-9-3-1
Rs. 82,400		Lokenath	Moorshidabad	„ 29,451-3-12-3
			Dinajagepore	„ 24,558-2-12-3
			Bhaugulpore	„ 1,063-9-14-0
			Burdwan	„ 558-11-19-3
			Dacca	„ 87-13-8-2
				Rs. 2,43,363-15-10-0

Trouble however soon started. Mufuzzul Islam did not execute the Security Bond under the plea that Moulovee Budeeul Zaman was at Chittagong. The Court immediately wrote to the Collector of Chittagong to trace the Moulovee and to get the Security Bond signed by him. Then started a veritable game of hide and seek between the Board of Revenue and the Collectors on the one side and the Farmer and the Surety of Jessore on the other. At long last Parker, the Collector of Jessore informed the Court on 28 August that the Farmer Mofuzzal Islam had deposited a sum of S<sup>a</sup> Rs. 3,800.<sup>42</sup>

As the estates of Harinath were farmed, there now rose the necessity of disbanding the establishment which so long constituted the Managers' office. The Court wrote about this in no uncertain terms and required the detailed accounts of the Estate, till the time of farming. Campbell, the Collector replied that the statement of accounts being in Bengali, had been entrusted to Ramhari Bose. An estimate was also being prepared of the expenses of the minor's family so that a proper allowance could be fixed for him.

<sup>41</sup>Ibid., of 25 July 1809, Nos. 1, 2, 3, 4 and 5.

<sup>42</sup>Ibid.

The situation of the estates on farm was far from normal. The officers of the minor refused to hand over the papers of Baharbund to the farmer, and complained to the Collector that the estate would suffer severely if the papers were given to him. A. Campbell, Collector of Burdwan wrote on 29 June, 1809 that the security given for 'the Mehal of Balliapur' was not considered sufficient. E. Impey, the assistant Collector of Bankura most emphatically wrote on 21 June, 1809 that the security given by Kalicharan Paul and Narahari Paul could not be considered to be enough. The property they had given as security was only a 'Pattanee taluk' worth Rs. 10,000, but the Malguzzary or Government Revenue of Balliapur was Rs. 13,200. Even the 'Pattanee' rights were held under Maharaja Tejchand of Burdwan, so its valuation would be considerably less than Rs. 10,000 estimated earlier. The Court however overruled the objection after taking an additional security of Rs. 3,000 in Company's papers. D. Campbell, Collector of Murshidabad informed the Court on 21 July 1809 that the engagement with the Ranis had been executed.<sup>43</sup> The Court of Wards immediately acquainted all the Collectors that the Ranis were authorised to pay the whole of the Revenue for the lands in their charge at the Treasury under the Collector of Murshidabad. The procedure was laid down, how the Districts would be informed about the 'Jumma Wasil Baki' (arrear, demand and collection) each year.<sup>44</sup>

Now the accounts of minor Harinath's estate, as prepared by Ramhari Bose was submitted. It showed a total annual income of Rs. 16,64,560. The expenses of the minor's household, the Managers' office and other establishments came to Rs. 13,21,766, which included unauthorised expenses of Rs. 10,103 which included 'poolbundi' and 'law charges'. Formal applications were pending at the Court for their sanction. The accounts revealed that the Managers left just enough to pay the Revenue to the Government, which amounted to about Rs. 2,45,000 annually.

The accounts showed that Rs. 65,110 was unexplained. Ramhari Bose revealed that of this amount Rs. 32,910 was borrowed by the Managers; who also paid back Rs. 2683 (should be Rs. 9,283) leaving the balance of Rs. 22,927, which was supposed to be in the hands of

<sup>43</sup>Ibid., of 25 July 1809, Nos. 5, 5A, 9, 13, 14, 15, 16, 18, 19, and 20, of 28 August 1809, No. 3.

<sup>44</sup>Ibid., of 28 August 1809, Nos. 3B and 4.

Gobindahari Barat, the agent at Calcutta. Gobindahari was also made accountable for the sum of Rs. 74,544 which was due from the guardians and Managers, he being their accredited and legally responsible agent. He was now required either to pay or account for about a lakh of Rupees (Rs. 97,471). Gobindahari did not come to Murshidabad as he was entrusted with the conducting of some suit in the Supreme Court, Calcutta, in which the minor was concerned. He was now the only person supposed to be well acquainted with these various suits. So it was decided that Brajananda Babu, the guardian to the minor would proceed to Calcutta, to discuss the matter with Gobindahari and also to ascertain what property the minor had in Calcutta. He was specifically 'ordered' to examine the accounts of Gobindahari and report the result together with every other information which might be required regarding the outstanding debts of the late Rajah, realised by Gobindahari and the documents that were in his possession.<sup>45</sup>

Shyamal Das, the Security of the Ranis now enquired whether he was entitled to receive the interest on the Securities delivered by him to the Court. He was allowed to receive the interests of the Bonds.

Now the Collector of Jessore saw through the game that was being played with him and reported that Meer Moffuzul Islam was a fictitious person, who was set up by Meer Ally Ahmed and Moulavi Badiul Zaman who were the real farmers. They were also trying to make over the Taraf of Habaspur which was a part of the minor's property, to Golakchand Sanyal, Falkner's Gomasta. The Ranis however started managing the farm themselves. Thomas Pakenham, the Collector of Dinajpur wrote to the Court to report that they had desired that the 'Rajbaree' might be repaired and made fit for the accommodation of the two Ranis and 'Coer Hurrynauth', the minor Raja. By the end of July the Ranis were the first to deposit Rs. 47,217-9-17 on account of Cantonagar in Murshidabad. Sub-Treasurer Stone instructed that all surplus money must be invested in Company's papers. Campbell, the Murshidabad Collector proudly declared that in that year Harinath was the only minor on whose account Company papers had been purchased.<sup>46</sup>

Campbell left and Ravenscroft became the Collector of Murshidabad. He received an instant rebuke from the Court in trying to communicate

<sup>45</sup>Ibid., of 28 August 1809, No. 3A.

<sup>46</sup>Ibid., of 28 August 1809 Nos. 7, 8, 9, 12, 13, 18, 23, 24, 25 and 26.

directly with the Collector of Nadia, in relation to information about Harinath's property. He received another rebuke when he wrote to the Court that the monthly allowance sanctioned for the minor's expense came to Rs. 31,942-1-0, but the sudder assessment paid by the Ranis was only Rs. 26,862-13-9, what should be done about the shortfall of Rs. 5079-3-11. In the meantime the Baharbund Farmer deposited only Sicca Rs. 8153 instead of Sicca Rs. 17,670 for the Bhadra Kist complaining that the refractory spirit of the ryots of the Pargana was the cause of this deficiency. He was immediately informed that if full payment was not received by December 1809, his lease would be cancelled. On 22 November, Digby, the Rangpur Collector sent a draft of Rs. 33,000 being the surplus of Pargana Baharbund. Stone, the Sub-Treasurer wrote that all the investments of the minor would now receive 6% interest.<sup>47</sup>

The Jagat Seth instituted a suit against the estates of Harinath, alleging that the sum of Rs. 6452 was taken on loan by the Managers in 1215 B.S. (1808). The Collector examined the account and found two loans, one from the Jagat Seth of the aforesaid amount and another from 'Orjoonji Nathji' of Rs. 101 only (together Rs. 6543). The Court of course was interested to know whether such sums were legally payable, as the loan was taken by the Managers quite unnecessarily for their own benefit and ultimate trouble for the minor. Now the balance, with the interest added, stood at Rs. 7279-14-0 and Ravenscroft was for paying the amount immediately. He was asked to seek the opinion of the Guardian. Brajanandababu agreed to pay the loan immediately as it was increasing by Rs. 65 every month. A reminder was sent by Ravenscroft to the Court on 7 February but no order was received.<sup>48</sup>

Ravenscroft now received a third rebuke for not sending the list of Lakheraj Properties of the minor. These had been under the private management of the Managers. He was also ordered to keep a keen eye on the payments and expenditure indulged in by the Ranis.<sup>49</sup> The Court was determined to see that the minor's properties were not disrupted by others. Steady surplus from Baharbund Pargana was now regularly

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<sup>47</sup>Ibid., of 25 September 1809, Nos. 24 and 25; of 16 October 1809 Nos. 4, 6, and 7; of 30 November, 1809 Nos. 1, 2, 3, 6, 7, 8, 9, 9A, 13, 14.

<sup>48</sup>Ibid., of 25 September 1809, Nos. 23 and 24; of 26 February 1810 No. 2; of 6 March 1810, No. 9.

<sup>49</sup>Ibid., of 30 November 1809, No. 14.



deposited. On 24 February 1810 Rs. 42,000 was sent by draft to the Court by Digby.<sup>50</sup>

Brajananda Paul, the guardian, who was now calling himself 'the Mohafiz of Hurrynauth' sent two applications. In the first he complained about Mr. Eliot, the District Judge, who was occupying the house in Krisnagar from 22 November, 1808 at a rent of Rs. 150 per month. Now the arrears stood at Rs. 2295 and the Judge was agreeable to pay only Rs. 50 per month, demanding that Rs. 100 per month be set off against repairs. The Court replied that there could be no compromise with Judge Eliot. The Nuddea Collector was ordered to remit the money to the Court every month and to grant an instalment for the arrears. The second petition of the guardian was regarding the defraying of expenses of Jammadars, Sepahis and Pykes who were kept for guarding the house of the minor. The expenses for keeping these 18 persons came from the different zemindaries which had now been farmed out. As the list presents interesting information it is quoted below. (There are 17 names).

*Sepahees paid from Baharbund Pargana*

Nyan Khan Jammadar	Rs. 6	per month		Rs. 72-0-0	per annum	
Kunnee Sing Havildar	" 4	" "		" 48-0-0	" "	
Gooroopersaud Roy	" 3/6	" "		" 40-8-0	" "	
Kunnace Sing	" 3/6	" "		" 40-8-0	" "	
Choonee Sepahee	" 3/6	" "		" 40-8-0	" "	
Heera Sing	" 3/6	" "		" 40-8-0	" "	
Kaloo Sing	" 3/6	" "		" 40-8-0	" "	
Punchunun Sing	" 3/6	" "		" 40-8-0	" "	
Sheik Buckshoo	" 3/6	" "		" 40-8-0	" "	
Buksh Ally	" 3/6	" "	Total per month	" 40-8-0	" "	Total per year
Hingan Khan	" 3/6	" "	Rs. 43-12-0	" 40-8-0	" "	Rs. 525-0-0

*Do. from Habashpur*

Mohamed Hadee	" 3	" "		" 36-0-0	" "	
Chamroo Malloh	" 3	" "	Rs. 6-0-0	" 36-0-0	" "	Rs. 72-0-0

*Do from Balliapur*

Chyton Sirdar	" 3/8	" "		" 42-0-0	" "	
Paunch Tander	" 3	" "		" 36-0-0	" "	
Gureedhar Tender	" 3	" "		" 36-0-0	" "	
Goolook Tander	" 3	" "	Rs. 12-8-0	" 36-0-0	" "	Rs. 150-0-0
			Rs. 62-4-0			Rs. 747-0-0

The Court were not impressed. They pointed out that under Regulation 7 of 1800 no person had the right to keep Sepoys; so the

<sup>50</sup>Ibid., of 6 March, 1810, No. 5.

guardian's demand could not be complied with.<sup>51</sup> Now the Brahmins of Baharbund Pargana moved a petition through the Collector of Murshidabad stating that they were joint receivers of regular allowances from the estate of Harinath. The amount of the allowance came to Rs. 225 (Arcot) per mensem which they claimed to have been receiving for a long time. The guardian being referred to saw no objection in the payment, though the petitioners had no title, and had been receiving the money as a charitable allowance only. The responsibility of the payment however was left to the farmer. The Court intervened, instructing the Collector that no responsibility of payment can be put on the farmer. If the Guardian decided to pay, he will have to do so from the minor's allowances. They however asked for a list of the persons enquiring whether this sort of charitable allowance constituted the custom of the country.<sup>52</sup>

The personal accounts of Harinath reveal the amount of money that was being spent on the household. One way of extravagance was paying Brahmins, Babajis, stray Vaisnabs and the family of the Guru. All these gifts were not the result of philanthropic motives and charitable dispositions but had personal interests also. Bangshibabu, the other cousin was not very subtle and openly spent for his pleasures. The result was a shortage of money. The Guardian made a petition asking for more money, strategically on the 7 September 1810, after entertaining the officials with pomp and grandeur on the 5 September, on the pretext of it being the minor's birthday. An advance of Rs. 6700 was asked for. The Court asked for detailed accounts, particularly the accounts of the Lakheraj (Rent free) Mehals which were under the management and control of the Guardian.<sup>53</sup> The relations of Harinath were unaware that Treasury notes on account of the Baharbund Pargana alone amounted to Rs. 82,700 upto 3 July 1809.<sup>54</sup> Had this information been available to them they would have been more insistent in extracting money. Even then no opportunity was missed. Brajananda Babu requested for a large sum of money for the 'celebrations of nuptials' of Ramcharan Babu, the brother of Shyamcharan and the cousin of the minor. The Collector however severely scrutinised the estimate of expenses and recommended Rs. 4748-11-0 to be disbursed for the marriage ceremony. The Court approved the expenses. Unknown to the family Digby deposited another

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<sup>51</sup>Ibid., of 8 May 1810, Nos. 14 and 15.

<sup>52</sup>Ibid., of 21 August, 1810, Nos. 5 and 6.

<sup>53</sup>Ibid., of 18 September 1810, No. 16.

<sup>54</sup>Ibid., of 12 February 1811, No. 31

sum of Rs. 55,000 from Baharbund Pargana on account of the minor.<sup>55</sup> This amount brought the total received on Harinath's account to Rs. 1,03,158-4--8.<sup>56</sup>

In the year 1811, a petition arrived from one Jagannath Muckerji addressed to Harinath and his Guardian. It stated, 'Thirtyseven years ago I was the servant of Kanto Baboo and have continued in the service of his descendents ever since. Ramnarain Misser, executed a judgment bond for sicca Rupees 40,000 in my name and in that of Kishennath Roy, after which he died. A suit was instituted in the Supreme Court for the recovery of the debt and an execution was issued for the sale of all the property and effects of the deceased. They were all sold at the Sheriff's sale and purchased in the name of myself and Kishennath Roy. We obtained a Bill of sale from the Sheriff and delivered it to Rajah Lokenaut. Ramnarain had two wives. He deposited Rs. 6000 with me, some of which he expended during his life time and the balance I paid to his wives. Hurumbo Misser, the adopted son of Ramnarain brought an action in the Supreme Court against me for the recovery of Rs. 6000 and obtained a judgment against me. When I informed the Rajah of this circumstances, he directed me to file a Bill in Equity which I did accordingly and he incurred the heavy expense in prosecuting the suit. In the meantime the Rajah died before the suit was brought to a termination and not being able to defray the expenses of the law, further proceedings were postponed.' The petitioner suggested how he could end the jail term where he was for the last eight years. He emphasised his loyalty to the family whom he had served with zealous faithfulness. He also stressed that being a Brahmin, his blessings would have added power. He suggested, 'The plaintiff taking compassion on my distress is desirous of realeasing me but attaches one condition to the boon. Viz. In front of his family residence there are about 65 Cottas of land formerly belonging to Ramnarain Misser which were sold at the Sheriff's sale for S<sup>a</sup> Rs. 800 and purchased in my name and that of Kishen Nath Roy. The Bill of sale I delivered to the Raja. The land in question is occupied by a very indigent race of tenants and the family of Ramnarain experiences great inconvenience from their proximity. They are therefore desirous of obtaining this land at its present value from the sale of which no loss but considerable profit will arise. Should you consent to the sale, I shall then

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<sup>55</sup>Ibid., of 29 March, No. 16, 20, 21 and of 29 June, 1811, No. 12.

<sup>56</sup>Appendix to the Wards Proceedings of September 1811.

obtain my release. Be pleased therefore to send the Bill of sale and after setting whatever price that they may be agreed upon and executing the necessary agreements, I will deliver the Bill of sale to them and pay the amount of purchase money to you. Dated 11 Assheen 1218 or 26 September 1811.' Brajananda immediately recommended the sale of the land, which was forwarded to the Court by the Collector. The Court informed that they did not consider themselves authorised by the circumstances of the case, 'to sanction the disposal of any parts of the land appertaining to the Estate of the minor Coer Hurrnauth Roy.'<sup>57</sup> The echo of this affair was heard again when Jagadamba Debi, the wife of Heramba Misser instituted a suit in the Supreme Court against Harinath in 1823 and signed an Agreement of Settlement in 1827. Jagannath Mukherji was also made a party to this suit.

The Court also turned down the application of the Baharbund Brahmins commenting that, 'As you have furnished no information relative to the nature of the pensions specified in the statement, it is impossible for the Court to form any judgement with respect to the necessity of continuing the payments to any of them.' They found that the payments were not 'essentially necessary'. The Court further remarked that 'they cannot authorise the payment of pensions from the minor's Estates excepting in particular cases in which the customs of the natives may render it advisable that such payment be continued.'<sup>58</sup>

Brajananda now petitioned for S<sup>a</sup> Rs. 12,000 without which, he stated, it would be difficult to defray the expenses of the minor. He stated that S<sup>a</sup> Rs. 26,862-13-2 to be received from the Ranis on account of *Malikana* and *Kuboolahboishee* has yet remained unpaid. The amounts to be received from the farmers on the same account have not yet been received. The rent of the Calcutta houses are outstanding, no rent has been received for the Krisnagar house from the year 1215 B.S. Abhoyram Pundit who has taken the Benares Jageer (Ballia) for Rs. 7000 per annum, was yet to pay his first instalment. All this coupled with the excess of expenditure in the first half of the year on account of the annual festival of the Dussera and payments to Omlah, servants and pensioners have created this urgent need for money. Now he also informed that the money advanced for the marriage of Ramcharan Babu had been expended,

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<sup>57</sup>Bengal Board of Revenue Misc Proceedings, Wards, of 29 November 1811, Nos.6 and 7.

<sup>58</sup>Ibid., Nos. 8, 9 and 10.

and the marriage had been postponed. He assured that the marriage would be performed as soon as the money was received. The Court carefully considered the petition, then agreed to advance the money required as an interest free loan, which should be repaid as soon as the Guardian received the payments, as detailed by him in his petition.<sup>59</sup>

The problems of the Jessore farm came to a head in early 1812. The farmer not only failed to pay the full Revenue in time but also lost the control of Mouza Mazumpore and Char Shameerpore. He explained that he never got the possession of these lands at the time of taking possession of the farm. The Court ordered a regular suit to be filed in the Court of the District Judge for the possession of the land. The Collector of Jessore was asked to depute an Amin to find out the real facts of the circumstances.<sup>60</sup>

The Nadia farm also created problems as Moonshee Surrit Ullah's arrears due to the Government amounted to S<sup>a</sup> Rs. 18,000 at the end of the year. The Court instructed the Collector to levy penalty both on the farmer and his Security according to Section 2 of Regulation 1 of 1801. This timely action saw the payment of S<sup>a</sup> Rs. 7425 on 30 April 1812 and another amount of S<sup>a</sup> Rs. 11,612-9-8 pice on 24 December 1812.<sup>61</sup>

The Jessore problem persisted longer, as the Amin was not allowed to proceed with his work by the possessors of the lands. The Amin therefore produced a map made eight years ago where both Mozumpore and Shameerpore were shown to have belonged to Habaspur, the property of Harinath. Since then Shameerpore had been broken by the river Padma and formed an island, but was closer to Habaspur. Gangagobinda Chowdhury, the person who held the land now petitioned to say that the land never belonged to Habaspur. The Court examined all papers and found that there could be no doubt that the lands belonged to Harinath. They instructed the Collector to exclude the lands from the farmer's Sudder Jumma. Taking advantage of the situation the farmer asked for a rebate of S<sup>a</sup> Rs. 1000 but the Court granted only S<sup>a</sup> Rs. 541-5-3-2. They ordered the Collector of Jessore to immediately institute a suit against the usurpers.<sup>62</sup>

<sup>59</sup>Ibid., Nos. 11,12 and 17.

<sup>60</sup>Ibid., of 31 January 1812, Nos. 16, 17, 18 and 19.

<sup>61</sup>Ibid., of 31 March 1812, No. 9, of 26 June 1812, No. 21, and of 29 December No. 31.

<sup>62</sup>Ibid., of 28 April 1812, Nos. 7, 8, 9, 10 and 11 and of 26 June No. 4.

In spite of all the troubles, the financial position of Harinath continued to improve. Digby, the Collector of Rangpur, forwarded another instalment of Rs. 50,000 to the Court, even the Nadia Collector sent S<sup>a</sup> Rs. 14,158-4-8 pice on account of Lokenathnagar. J. Shakespeare, who took over the occupation of the Krisnagar house from 1 August 1811, sent Rs. 400 as rent. Digby transmitted another instalment of Rs. 24,000 in June.<sup>63</sup> The heirs of the deceased Managers, namely Bancharam Roy, Dasheemunee and Saudamini had to pay Rupees 55,200 in Promissory Notes which was duly transferred to the account of Harinath. But the heirs were not let off even after this, they were asked to prove their succession at a Court of Law.<sup>64</sup>

The Court now came forward to help Brajananda in collecting the dues of the Ballia Jaigir. The Collector of Benares was requested by the Secretary of the Court of Wards, through the Board of Commissioners to assist Brajananda, the petitioner, to collect his dues for the property.<sup>65</sup>

The widow of the paternal grand uncle of Harinath died at this time. She was undoubtedly one of the longest living members of the house, being the widow of one of the brothers of Kanta Babu. Immediately this became an occasion of extracting money. The petition of Brajananda asked for S<sup>a</sup> Rs. 8123 for the funeral ceremony which was reduced by the Murshidabad Collector to S<sup>a</sup> Rs. 6991 and then further pruned by the Court to Rs. 4500.<sup>66</sup> It was a regular tussle between the minor's guardian and the Court, the former using every ruse to extract money from the minor's estate. Upto this time only social occasions like marriage or funeral ceremony had been used for this purpose. Now the Raja of Dinajpore found a new avenue where the East India Company was found to be the most vulnerable. He introduced high spending religious ceremonies in the premises. Both for lack of knowledge and the fear of hurting the religious sentiments of the people, the Company administrators were put on a very disadvantageous position. Soon large sums would be forked out and the religious ceremonies would acquire the importance where the amount spent would create the status of the Zemindars. All this started in 1812 when the Raja of Dinajpore was sanctioned Rs. 500 by

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<sup>63</sup>Ibid., of 29 November 1811, No. 17; of 31 January 1812, No. 9, of 31 March, Nos. 2 and 3 and of 24 July 1812, Nos. 6, 7 and 22.

<sup>64</sup>Bengal Board of Revenue, Miscel Proceedings, of 24 July 1812, No. 18

<sup>65</sup>Ibid., of 28 August 1812, No. 2 (Part 2)

<sup>66</sup>Ibid., of 25 September, 1812, Nos. 1 and 10.

the Court of Wards for celebrating the 'Doorga Puja'.<sup>67</sup> Soon however, everybody forgot the original purpose of the Pujas and considered them as important social duties of the Zemindars.

A compromise was also arrived at, with the Jagat Seth through Sheoprasad Paureh. The original debt with interest upto 27 Bhadra, 1218 amounting to S<sup>a</sup> Rs. 8774-8-0 was paid and the legal suit was withdrawn. The Court of Wards also approved immediate payment.<sup>68</sup> Brajananda's only failure in this year was that he could not pay the allowances to the Baharbund Brahmins. Examining the list submitted, the Court found that most of the Brahmins were not the original recipients, sometimes they were mere friends or relatives or heirs of the Brahmins who received the allowance. The Court decided that they were in no way entitled to receive hereditary pensions. They however instructed the Collector of Rungpur to find out the original intention of the donor. If the pensions were to support religious establishments, it was necessary to find out their nature and whether they have been duly maintained.<sup>69</sup> It is difficult not to admire this concern of a department of the newly established foreign government for the property of the minor under their charge. That the English Company succeeded in establishing their authority in an alien country so quickly, owes not a little to the consideration shown to the respected families of the country. The way in which the problems were solved and the haste with which the differences were resolved demonstrate the administrative expertise of a group of foreigners, who till the other day were peddling their wares and buying goods from this country to sell at a high profit abroad. Now they were slowly becoming the real masters of the country. The honour they gave was the honour they got.

By 1813 the English Company established their authority over almost the whole of India. The Marathas were the strongest power, but were divided into factional houses, the Maratha wars not only saw them disintegrated but also uprooted as a major force. Delhi had fallen in 1803 establishing the symbolic supremacy of the Company's Raj. Now the English not only became the 'Conquerors' but they started behaving like them also. No doubt was left in the minds of the native as to who had the

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<sup>67</sup>Ibid., No. 15.

<sup>68</sup>Ibid., of 29 December, 1812, No. 10.

<sup>69</sup>Ibid., of 31 March 1812, No. 15.

authority of giving orders. Brajananda Babu was called to Nadia by its Collector to answer some trifling matters, when he did not go, the Court issued an order on him through the Collector of Murshidabad to attend the Nadia Collector forthwith.

Moonshy Sheriut Ullah was in arrears of a sum not less than S<sup>a</sup> Rs. 30,000. The Court of Wards wrote in great agitation that immediate measures should be taken to secure the persons of the farmer and his Security, both of whom had absconded. The former to Chittagong and the latter to Calcutta. The Court decided to impound their security deposited in the Treasury and also to proceed against them personally. The Collector was not let off either, 'You will state the cause of the accumulation of so very large arrears without your having reported to them or having taken any measures for the recovery of it', wrote the Court. It was later found that only Rs. 17,800 had been deposited by the Farmer as his Security in Promissory Notes. Armstrong, the Nadia Collector wrote in his own defence that Moonshy Sheriut Ullah was the only person in arrear in his District. He however got hold of the Naib of the Farmer, Bancharam Sambhunath Majumdar, who pleaded inability to pay and pointed out that the rebellious conduct of the ryots was responsible for the bad collection. He explained that as the ryots knew that the lease would soon expire, it had been extremely difficult to recover the balances. The Court now informed the Collector that Khyrulla, the Security was the father of Sheriut Ullah and also the real Farmer. He was instructed to attach the estate for non-payment. The Collector did nothing except informing on 5 August 1813 that a sum of Rs. 15,317-15-15-2 had been credited in the name of the Farmer, who has paid since another sum of Rs. 4181. The Court reprimanded the Collector for not cancelling the lease and assuming the responsibility of collection. The Collector replied on 18 September, 1813 that only S<sup>a</sup> Rs. 13,000 was the total arrear at the time. He however ultimately put the estate under attachment, remarking that there was universal satisfaction at this action as everybody complained about the exaction and the tyrannical conduct of the farmer, which exceeded all bounds of limit and reason. He deputed three Amins to look after the property. Armstrong also reported about the recovery of S<sup>a</sup> Rs. 6501 from Sheriut Ullah. The Court now advised that the lease with him should be annulled. They took immediate action by recommending annulment of the lease to Hon'ble Francis, Earl of Moira, the Governor-General of India, who was the official protector of the minor. Having received the sanction of the Governor-General in Council the



lease with Sheriut Ullah was annulled. The Amins appointed by the Nadia Collector, made a good collection and Armstrong was able to remit to the Court of Wards on 26 March 1814, S<sup>a</sup> Rs. 14,194 on account of minor Harinath. Now he charged Shambhunath, the Naib of the Farmer for using violence against the ryots, of producing false accounts and general misdemeanour, but as Shambhunath had already been dismissed by the Farmer, interrogating him was found useless.<sup>70</sup>

The Court however sometimes did not behave with the best interest of the minor in mind, particularly when it came in conflict with their own interest. This will be evident from the affair of the Krishnagar house, which belonged to the minor Harinath and which was being continuously occupied by the Judges of the District. In July 1813, the Murshidabad Collector was informed that advertisement for the sale of the Krishnagar house of the minor had been published at the cost of Rs. 82/8. On 3 August Shakespeare, the District Judge paid Rs. 800 as rent and handed over the house to the Registrar of Nadia, who took it on the same rent. His application was recorded in the proceedings also. The Court however refused to accept the rent of Rs. 50 per month which was being paid, as Rs. 100 per month was earmarked for repairs, as a result of which it was said the house was in good repair. The Court demanded Rs. 150 per month as rent. Sparks, the Registrar fell back and the house came to be occupied by the acting Judge Patton. He wrote to the Court that he would pay Rs. 50 per month as the house needed extensive repairs, so Rs. 100 may be earmarked for that purpose. Curiously the Court agreed to his proposal. Patton however changed his mind and started paying Rs. 100 as rent from October 1813. This was also approved.<sup>71</sup>

In the meantime the Jagat Seth loan was fully repaid by the Collector of Murshidabad who obtained the sanction of the Court for disbursing Rs. 10,000 on this account.<sup>72</sup> The heirs of the late Managers namely Bancharam Roy, Dasimani and Soudamini were declared by the Murshidabad Court to be the rightful and absolute heirs of Krisna Nath Roy and Radha Mohan Ghosh Munshi, they were now required to endorse

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<sup>70</sup>Ibid., of 29 January 1813, Nos. 14, 18, 36 and 37; of 30 April, 1813, No. 4; of 28 May 1813, Nos. 15, 43, 45 and 46; of 29 June, 1813, No. 20, 22 and 23; of 31 August 1813, Nos. 7, 28 and 29; of 28 September 1813, No. 27; of 31 December, 1813, Nos. 9, 10 and 11, and of 29 April 1814, Nos. 17 and 18.

<sup>71</sup>Ibid., of 30 July 1813, No. 33; of 31 August, 1813, Nos. 30, 31, 32 and 50; of 29 October 1813, Nos. 5 and 6; of 29 October, 1813, Nos. 27 and 28.

<sup>72</sup>Ibid., of 29 January, 1813, No. 8.

the Promissory Notes, held by the late Managers in the name of the minor Harinath. They did so immediately.<sup>73</sup>

The Jessore Farmer also was found in arrears of Rs. 3318-7-13-3. The Court ordered that Rs. 3800 should be immediately deducted from the Security lying with the Sub-Treasurer.<sup>74</sup>

Digby, the Rangpur Collector was reprimanded by the Court for sending remittances of Sicca Rs. 21,000 and Rs. 4500 to the Murshidabad Treasury without obtaining clearance from the Board of Revenue. He admitted his fault and agreed not to send any further sums on account of 'Koer Hurrynauth's Estate without the previous sanction of the Court.' He informed the Court that a further sum of Rs. 10,000 had been paid to the Murshidabad Collector on account of Harinath. All these remittances received the sanction of the Court. Baharbund Pargana was the mainstay of Harinath's estates. Digby remitted Rs. 77,600 on account of Harinath to the Court by the end of 1219 B.S. (April, 1813). It was now the turn of R. Vansittart to be reprimanded by the Court for asking Digby directly to pay the *Moshaira* (Masahara—monthly payment) of the minor amounting to Rs. 21,000. He was asked to send the accounts of Harinath's estate which had been in arrears from 1216 B.S., though the accounts of 1217 B.S. had been received. Digby in the meantime remitted another sum of Rs. 47,000 to the Court. The question of the payment to the Baharbund Brahmins now came up again. Vansittart, the Murshidabad Collector, informed the Court that religious pensions to Brahmins were paid by all big landlords. Even the Company itself paid such pensions in many places. Non-payment to the Brahmins is only putting on the Raja's family a stigma and disgrace. In his opinion which had been strengthened by discussing with many knowledgeable natives, the pensions should be paid. The Court ordered that the payment of pensions was sanctioned only to the religious institutions and original grantees.<sup>75</sup> It is needless to say that such an order would see the springing up of religious institutions overnight. In fact such institutions like village shrines and temples started mushrooming all over the country in order to be entitled to the religious grant of Harinath's estate.

<sup>73</sup>Ibid., of 30 March 1813, Nos. 7, 8, 9 and 10; of 28 May 1813, No. 37.

<sup>74</sup>Ibid., of 29 April, 1814, Nos. 22 and 23.

<sup>75</sup>Ibid., of 29 January 1813, Nos. 4, 5, 6 and 7; of 28 May 1813, No. 49; of 29 June 1813, No. 1; of 31 August 1813, Nos. 62, 63, 64, 71 and 72; and of 25 February 1814, No. 1.

The suit regarding the Habaspur lands was going in favour of of Harinath in the Dacca Zilla Court. The Vakeel who was looking after the case wrote on 15 August 1813 that Char Shameerpur had been decreed to the minor. The Court of Wards immediately instructed to get the possession of the land through the District Court.<sup>76</sup> The disputes were often amicably settled when both the owners were the wards of the Court. The instructions were however sometimes issued in a pedantic way; The sanction of the Governor-General in Council to an arrangement by which 'the rent payable by the Zamindar of Rocunpur (Chandranarain Roy) to the proprietor of Rogoonautpore (Harinath Roy) on account of Turruf Gundamarree was to be deducted from the Sudder Jumma of Rogoonautpore', is but a stray example. The Court however kept their record correct by securing the approval of the guardians of both the minors.<sup>77</sup>

The Ranis were however doing better than other Farmers. Their petition, which was this time made by only one of the Ranis on 3 August 1813, was found so resonable that it was recommended by the Collector without reservation. It said 'Owing to my son being a minor, his lands situated in different districts are placed under the management of the Court of Wards and have been let to Farm for 5 years from 1216 to 1220'..... 'Out of the six mehals we remained dispossessed of a Jumma yielding S<sup>a</sup> Rs. 6061-11-11 respecting which we formerly represented particulars to the late Collectors and several suits have been instituted in the Dewanny Adawlat by the minor's guardian of which you are well acquainted.' Now they pleaded that the payment of interest on the Revenue of these villages may kindly be spared. The Court also agreed to such a reasonable plea and issued orders to the Collector to remit the interest.<sup>78</sup>

Contrary to the popular belief the ladies of the minor's household took full responsibility of the management of the estates. The Ranis of the Maharaja Lokenath or the Maharani of Nadia are not stray incidents of the time. The mothers came forward to safeguard the welfare of their sons, by often taking charge of the Zemindarry. Debaki Dassi Chowdhurantee, the grandmother of the minor Raja of Sujanagar of Dinajpur became both the Manager of the Estates and the Guardian of her grandson. When she

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<sup>76</sup>Ibid., of 31 August 1813, Nos. 20 and 21.

<sup>77</sup>Ibid, of 28 May 1813, No. 54.

<sup>78</sup>Ibid., of 31 August 1813, Nos. 78 and 79.

died in June 1810, the mother, Tripura Sundari Dassi Chowdhurantee took over both the office. Rani Saraswati of Dinajpur also assumed the charge of both the guardian and Manager. Her beauty and youth brought many suitors, foremost of them being the redoubtable Prankrishna Sinha, the grandson and adopted son of the famous Gangagobinda Sinha, whose attempts to become the guardian of the minor by wooing the glamorous widow is a subject fit to be dealt with in a novel. Lesser personalities bearing such a beautiful name as Chumpaklata\* Dassi, became the guardian and Manager of her minor son Harischandra Roy's estates of Muhammadpur.<sup>79</sup> (Rumour makes her the daughter-in-law of the celebrated Sitaram Roy of Bhusana).

It is in this year that the minor Harinath makes his first personal appearance also. The Murshidabad Collector reported that the guardian of Harinath had asked for an advance of Rs. 1100 for the expenses of the family to proceed to a place near Katwa for religious purpose after Dussera festival. The Collector writes, 'In consequence to this demand I sent for the minor who attended yesterday and I find it is his wish and the mothers as well as the whole family to proceed, but there being no assets in hand, on the contrary a considerable sum due to the Company for advances already made from the Treasury to the minor, I do not feel at liberty to comply without first obtaining the sanction of the Court of Wards, at the same time it being his and their wish to proceed, I see no objection where the Estate can so well afford it.' The Court however authorised the advance.<sup>80</sup> Harinath thus on the completion of his eleventh year, came to meet the Collector of Murshidabad.

Brajanandababu, the Gaurdian was spending a good deal, yet he did not wish the income to increase. He vehemently objected to the creation of a *haat* (weekly market) in Balliapur. Once respected as an honest man, now it seemed, that his greed got the better of him and he came out with a 'Hookoomnama' or 'Absolute Order' of Maharaja Lokenath, nine years after his death, in which the dead Rajah was made to say that when his attorneys died he wished his nephews to manage the estates. The Collector, Vansittart also preferred to leave the management in the

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<sup>79</sup>Ibid., of 29th March 1811, 28th February 1812 and 28th April 1812.

<sup>80</sup>Ibid., of 29 October, 1813, No. 24.

\*Chumpak is the beautiful golden flower of a tree of *Indica magnolia* and *lata* is a creeper. Very rarely a chumpak creeper comes into being but when it does the fragrance and the beauty of the flower is supposed to be so great that a person may lose his reason.

hands of the Guardian. He wrote to the Court, 'I certainly know of no man more suitable for the situation than Brajananda Paul, the present Guardian and the cousin of the minor.'<sup>81</sup> The Court were however not impressed. Probably the greed of Brajananda could not be kept hidden from them. They turned down the Collector's proposal, writing, 'The Court are of the opinion that it will conduce much more to the minor's benefit to dispose of all his estates in farm on the best terms procurable during the remaining period of the minority and that they accordingly desire that you will issue the usual advertisements inviting sealed proposals for the farm of all his Estates whether situated in the District under your charge or in other Zillas for a period of six years from the commencement of the ensuing Bengali year 1221.' Full instructions were given to him, as well as to the Collectors of Burdwan, Rungpur, Nadia, Jungle Mehals (Birbhum), Jessore, Rajshahi, Dinajpore, Bhagalpur and Dacca.<sup>82</sup>

There had been a flood in Baharbund in October, 1813. Taking advantage of this the Farmer Ramsankar Chatterjee now proposed to extend his farm on the same terms for another six years. He was however agreeable to pay Rs. 35,000 to the ryots as an advance, but the Court rightly turned down the proposal.<sup>83</sup>

Travers, the Collector of Murshidabad, informed the Court that according to the circular, the Estates had been advertised and sealed covers received by the Collectors. The proposals were opened on the 14 April 1814. There were so many proposals that the Collectorate ran out of stamp papers as a result of which the later proposals were made in unstamped papers. All these papers were sent to the Court. It turned out that the proposal of Brajananda, the Guardian, who for some inexplicable reason had changed his name to 'Roy' from 'Paul', turned out to the highest. The Court wrote to the Collector, 'The Court has been pleased to accept the offer of Brajanund Roy for the farm of the Malgoozary Estates, the property of minor Koer Hurrynauth Roy, situated in the different districts at the annual Jumma of Rs. 4,13,647 for the period of six years from the commencement of the ensuing Bengali year.' The Collector was advised to take the necessary security, to inform the other Collectors and strictly to regulate the Kists of Sudder Jumma.

On 4 May, 1814 the Collector reported, 'Brajanund Roy has executed

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<sup>81</sup>Ibid., of 29 June, 1813, No. 45.

<sup>82</sup>Ibid., of 25 February, 1814, Nos. 10, 11, 12, 13, 14 and 15.

<sup>83</sup>Ibid., of 29 October, 1813, No. 40; and of 25 February, 1814 Nos. 25, 25A and 26.

the usual engagements for farming the Malguzarry (Revenue paying) Estates, the property of minor Koer Hurrnauth Roy situated in this District and also Districts of Rungpore, Nuddea, Jungle Mehal, Jessore, Rajshahy, Dinajpur, Bhagulpore, Burdwan and Dacca at the annual Jumma of Rs. 4,13,647 for the period of six years from the commencement of the present year 1221 B.S. and have the honour to submit copy of the engagement entered into by his sureties Rajas Odwunt Sing and Jankey Ram.' Travers informed that the new farmer had already been in possession of lands situated in his District. The Court approved his action and issued orders to the Collectors of other Districts to give Brajananda the possession of the Estates of the minor. Raja Odwunt Sing delivered a letter on 6 May agreeing to be the Security.<sup>84</sup> Thus Brajananda at last got what he desired.

The reports of the Collectors from the other districts may be briefly looked into. There were no proposals from Burdwan, Dinajpur or Bhagalpur. The Jungle Mehal proposals did not go beyond S<sup>a</sup> Rs. 15,200. Raja of Patchet was found to have merely lent his name. Internal rivalry did not raise the figures beyond Rs. 16,005. The offer for Dacca remained a petty Rs. 101. For Nadia, Thakurdas Lahiri, son of Kashikanta Lahiri offered Rs. 75,501, providing Bykuntchurn Dey and Oditchurn Dey of Ranaghat as Securities. Nabakrisna Sen offered Rs. 5757-6-6-1 for Jessore with Jugalkishore Mullick and Bhairabprasad as Securities. The proposals for this area were limited to Habaspur and Sameerpore.<sup>85</sup>

Baharbund Pargana was the cream of the estates. Even earlier this year Digby, the Collector was able to remit Rs. 47,000 after sending a pretty sum to Brajananda to cover his expenses. Ramsankar, the late farmer was already in arrears, so little notice was taken of his proposal or his petition for extending the time of his farm. He also accused his securities of not coming up in time for the advances required for the improvement of the farm. Brajananda however did not miss the opportunity of alleging that the Farmer had behaved badly with the ryots. Joynarain Roy, Muktear of the Zemindar of Kuribari also proposed to farm the Pargana. None of the proposals received the approval of Digby, who was informed in the meantime that Brajananda Roy had executed

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<sup>84</sup>Ibid., of 29 April, 1814, Nos. 3 and 4; of 31 May 1814 Nos. 8, 9 and 34.

<sup>85</sup>Ibid., of 31 May, 1814, Nos. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23.

necessary engagements for farming the entire estates of the minor. The Burdwan Collector also received similar communication.<sup>86</sup>

After farming out the estates, the Court now started to take accounts of the late farmers. The widows of Raja Lokenath who farmed the estates in six districts were found to be in arrears of S<sup>a</sup> Rs. 29,600. Their Security Shyamaldas Babu being already a ruined man, it was ordered that the deficiency be realised from the Promissory Notes left in the custody of the Court of Wards. There was however some confusion as the Murshidabad Collector reported later that the balance due was Rs. 35,579-4-7-1 and the Ranis had agreed to pay by Company's Papers amounting to Rs. 29,000 already deposited with the Court. Ultimately however Promissory Notes worth S<sup>a</sup> Rs. 29,600 were acknowledged to have been received by the Court on this account. The Ranis explained the deficiency by stating, 'The Zemindary being our son's, no one can have the same interest we have in favouring the ryots and not enforcing the balances agreeable to the Court's Orders'. The farm of the Ranis lasted from 27 June 1809 to 14 April 1814, a period of almost five years. The Ranis ultimately paid Rs. 27,817-7-5 on Revenue account claiming a remission of Rs. 2700-6-3. Travers, the Murshidabad Collector recommended the remission, 'as the petitioners have discharged the total amount due from them on account of Revenue and as it does not appear to me that they have withheld the payment of the arrear from neglect or misconduct'. The Court approved the recommendations on 9 August.<sup>87</sup>

The Babarbund Farmer as has been noted above was not doing very well either. The Court had already ordered the realisation of the deficiency from the Company Papers deposited as Security. Digby, the Rangpur Collector realised Rs. 12,824-11-2-1 from Ramsankar Chatterjee, the Farmer on the last day of the collection. The Court immediately ordered the refund of the Security amounting to Rs. 30,300 to Radhamohan Banerjee, which was carried out on 21 June 1814.<sup>88</sup>

The old account thus settled now started the period of six years which will terminate immediately prior to Harinath attaining his majority. Now Brajananda who had changed his name from Paul to Roy, was both the lessee of the estates as well as the Guardian of the minor. It was not

<sup>86</sup>Ibid., of 25 February 1814, Nos. 1 and 16; of 31 May 1814 Nos. 24, 25 and 26.

<sup>87</sup>Ibid, of 31 May 1814, Nos. 30, 31 32 and 33; of 28 June 1814, Nos. 29, 30 and 30A; of 29 July 1814, Nos. 10, 11 and 12; of 30 August 1814, Nos. 1 and 2.

<sup>88</sup>Ibid, of 31 May 1814, Nos. 52, 53, 54 and 55; of 28 June 1814, No. 25.

an easy task to perform both assignments and Brajananda neither had the intelligence nor organisation to pursue both efficiently. Almost as soon as he assumed charge, the minor was involved in a Supreme Court suit regarding his Bowbazar and Sootanooty properties in Calcutta. So Harinath as advised by W. Hamilton, Attorney-at-Law petitioned, 'In the Supreme Court of Judicature at Fort William in Bengal; To the Honourable Sir Edward Hyde East, Knight, Chief Justice. The Honourable Sir John Royds, Kt. and the Honourable Sir William Burroughs, Baronet, Justices of Supreme Court etc.

'The humble petition of Coer Harrynauth Roy, an infant sheweth, That John Doe hath filed a Record....a plaint in ejectment against William Hedgar as casual ejector for 50 Bighas of land with a certain messuage thereon erected and built and being at Dhee Calcutta in the town of Calcutta....which Collychurn Halder had demised to the said John Doe for a term yet unexpired.'....'Your petitioner being an infant of the age of 12 years, is unable to appear or to take defence therein without a Gurdian being assigned to him for that purpose.' Though Brajananda had been acting as a Guardian by the Order of the Court of Wards, now it became necessary to get the approval of the Supreme Court. When this was obtained, the Guardian made a plea similar to the one made by the minor, with the additional plea that John Doe should also be ejected from their ten Bighas land in Bowbazar and one Bigha land in Sootanooty. Nothing more is however heard about this suit. Two years later one Sreenathbabu forcibly held the Halsey Bagan as the attorney of Baboo Bolakee Singh, who he claimed was the owner of the property. Mr. Brewer, Attorney-at-Law issued a notice to Forsyth, the Collector of 24-Pargans on 28 November 1816, claiming the Halsey Bagan for his client Bolakee Singh, whom he alleged to be the heir of Omichand, the original owner of these lands. The Court of Wards decided to challenge the claim in the Supreme Court. Now it was found that several suits had been instituted regarding these lands and it became necessary to get a clear statement for defending the lands.

Travers, the Collector of Murshidabad presented the facts which may be repeated here. 'A person named Ramnarain Misser mortgaged certain lands called Halsey Bagan etc. to the late Raja Lokenath for the sum of Rs. 40,000. These lands were consequently by a decree of the Supreme Court sold on 22 January 1801 at the Sheriff's sale. The



following portions were purchased by the late Raja and the bill of sales were granted on 26 February 1801, as following:—

A. In Bowbazar	— 5 Beghas	for S <sup>a</sup>	Rs. 7000
„ Neemtullah	— 10 Cottas	„ „	„ 2200
„ Jorabagan (within the Raja's compound, area not mentioned)		„ „	„ 2020
B. In Halsey Bagan	— 2 lots 35 Beghas	„ „	„ 9750
			Rs. 20,970

The remaining portions were sold to other purchasers which enabled Raja Lokenath to recover the amount for which the lands had been mortgaged to him. But previous to Ramnarain Misser mortgaging the lands to Raja Lokenath, he had privately made over the above mentioned lands by petitions of sale to a person named Kalicharan Halder, who in the year 1802 preferred a suit against Raja Lokenath in order to obtain possession of the lands but which was dismissed the same year. The same Kalicharan instituted another suit in 1809 against minor Harinath, which was also decided against him in 1811. Kalicharan failed to substantiate the claim that the lands had been sold to him previous to being mortgaged to Lokenath. He instituted another suit which he also lost and soon after died. About this time another person named Bolakee Singh laid claim to the whole of the lands formerly mortgaged to Raja Lokenath. His claim was that the lands were purchased from him by the aforementioned Ramnarain Misser, who never cared to pay him the full purchase money, in consequence of which he had come forward to claim the property and accordingly preferred a suit in the Supreme Court, which had to be defended by the minor. The case in Equity had Bolakee Singh as the complainant and a host of defendants starting with Harinath Roy, son of Raja Lokenath, Heramba Misser, son of Ramnarain Misser, Jagannath Mukherji, Draupadi Debi and Bhagabati Debi, widows of Kashinath Haldar, son of Kalicharan Haldar, and Sambhu Haldar and Rajchandra Haldar, nephews of Kalicharan Haldar. Of this lot Jagannath Mukherji was implicated as he agreed to act as the Guardian to minor Haranath in this case and to represent him. There was a short delay in defending the suit for the non-receipt of money, Rs. 5000 was therefore sent on the 19 June, through Kamallochun Chowdhury, Constituted Mukhtear of Brajananda Roy.<sup>89</sup> There is not much information regarding this suit, but as

<sup>89</sup>Ibid, of 28 June, 1814, Nos. 32, 33, 34 and 35; of 30 May, 1817, Nos. 25, 26 and 27; of April 1818 Nos. 3, 4 and 5; of June 1818, Nos. 5, 7, 8 and 9; of July 1818, Nos. 6 and 7.

Harinath had to cross swords again over this property seven years later with Jagadamba Debi, wife of Heramba Misser it is presumed that he was able to prove his claim over Bolakee Singh, whom he might also have purchased with money, which was all the time the real purpose of the game. The agreement between Jagadamba Debi and Raja Harinath was drawn on 11 January 1827. Harinath released the dwelling houses of the Missers in exchange for the peaceful possession of his other properties.<sup>90</sup>

As the administration of the Company became more organised, their control over the territories administered by them became stronger. The areas were brought under survey and jurisdictions of the District Courts were fixed. Harinath's properties in the district then known as Jungle Mehals (Birbhum) were now brought under the police jurisdiction of Thana Churulia. It is found that the police of the Thana was put under the lessee who took complete charge of maintaining the law and order of the Estate Balliapur. Kashinath Sarma, the former lessee being an inhabitant of the area performed his functions well, earning the most deserved praise from A. B. Todd, the Magistrate of the District. Now a problem arose as the new lessee Brajananda lived far away, having sublet the estate to Sreenath Misser and Gurucharan Paul, who were residents of the District; but they in their turn had again leased out in smaller divisions several of the villages to other renters. As Brajananda had no intention of leaving Murshidabad and to come and live in Balliapur, the problem of policing the area became the foremost problem to the District Magistrate. He recommended, 'Under the circumstances, I am of the opinion, it would be by no means expedient to invest either the sudder or mofussul farmer with the authority of the police officer. The first farmer not being resident on the spot. . . . and the latter being persons whose characters I have no very favourable opinion. . . . '.

This was the reason therefore of changing the police jurisdiction and putting Balliapur under Churulia Thana. The limit of the jurisdiction was the jungle estates of Panraw and Jharia lying to the north-west, the Parganas of Panchkote, Shergarh and Mohaishura belonging to the Panchkote Raj on the right bank of Damodar River and annexed severally to the Thana of Raghunathpore and Gourandihi on the military road being the southern extremity of the area (this included the full property of

<sup>90</sup>Supreme Court Records. Suit Juggodumba Debee-vs-Raja Hurrynauth & Ors. In Equity of 1827.

Harinath Roy). The former lessee lived upto their reputation by paying the arrears in full which was credited to the account on 2 August 1814.<sup>91</sup>

The new farmer for six years, Brajananda, now requested to pay all revenue at Murshidabad which was approved and the Collectors of the different districts informed. Still there was a little confusion at the beginning as 'Kantanagar Pargana' had been established in many districts. The Bhagalpur Collector informed that he had not received the revenue of the estates of the minor for the Kists of Magh to Chaitra, 1220 B.S.<sup>92</sup>

Jessore estates of Harinath had been giving trouble. Now the Collector was asked to institute a suit for the *char* of Jelalpore. Accounting with the former lessee it was found that it was difficult to realise the balance as he had no property of his own. The Court immediately ordered him to realise the arrears from the Security of the Promissory Notes. <sup>92</sup> One cannot help remarking here that in a few years, the foreigners understood the Indian character so well that they were able to take measures to safeguard against all their deficiencies. Minor Harinath did not lose a *cowrie* that was legitimately due to him. The Jessore suit continued. While Harinath won in the District Court, he lost in the appeal when a completely different set of plans were presented by the Amin who was deputed by the Court. The confusion ended when Brajananda pointed out that the *char* was originally one and undivided. There was a small creek which had made a passage through the middle of the *char*, this creek also had since dried up. The second Amin had merely extended the area of the creek making it look like a river that divided the *char* into two halves. It was decided that as the petition of right had already been dismissed on Appeal, the best way would be to prosecute the Amin for putting up a false plan, which would ultimately give an opportunity, if the decree went against the Amin, to bring back the case before the Court. This was exactly what was done. The decree was passed against the Amin and the Appeal was reopened to give the *char* to Harinath. These factors were not favourable to the challenger, Upendranarain Chowdhury who made a two-pronged attack by again appealing against the order and starting disturbances in the *char* with his armed retainers. Tucker, the Collector took definite measures to stop the violence and also

<sup>91</sup>BRBP (Wards), of 30 August 1814, Nos. 21 and 22; of 28 July 1815 No. 59; of 29 August 1815, No. 14.

<sup>92</sup>Ibid., of 30 September, 1814, Nos. 22, 23, 24 and 25; of 30 June, 1815, Nos. 20 and 21.

sent his report. He requested the Court of Wards to instruct the Government Pleader to file a counter petition objecting to the application made for appeal and also to counter the staying of execution of the decree of the Court of Appeal of Dacca in favour of the minor.<sup>93</sup>

Baharbund Pargana continued to be the mainstay of Harinath's property. On 3 September, 1814, Acting Collector Smelt sent a draft for Rs. 40,000 to the Sub-Treasurer. Now a technical problem began. As Brajananda, the new Farmer had been permitted to pay the Revenues of all the Districts to the Collector of Murshidabad, he did not put an application for the possession of the lands as was necessary under the rules and which was the prevailing custom. Travers, the Murshidabad Collector felt that such applications were not necessary, but both the Nadia Collector Armstrong and the Rangpur Collector Smelt felt that it was not only necessary but essential as it was a declaration of allegiance to pay revenue for enjoying the lands. Armstrong immediately appointed *Sezwals* for collecting in Nadia as if the lands had not been leased to Brajananda. Smelt went a step further and issued a Parwana on Brajananda who was then touring the area. One Sookoor Mahamed found Brajananda in his boat between Ulipur and Cheelmari, but he refused to accept the Parwana, which when reported to the Collector with the usual garnishing, made him lose his temper completely. However, Travers played the major part in explaining to the Court what happened and in slowly getting everything into order. Brajananda however completely denied that he had ever met a messenger from the Collector of Rangpur. Smelt received a copy of the Patta on 8 October, 1814 and Travers formally communicated the orders of the Court, which allowed Brajananda Roy to pay the annual farming Jumma of Rs. 4,13,647 into the Murshidabad Treasury.<sup>94</sup>

The year 1814 concluded quietly. Patton, the Nadia Judge had to pay the arrear rent of Rs. 1250. Sparks now wanted to rent the house on Rs. 50 per month. The new farmer was given the accounts of Habaspur minus the Jumma of Char Shameerpur under dispute, the balance came to S<sup>a</sup> Rs. 2086-2-8-1. In view of the suit, the Court allowed a further deduction to the farmer of S<sup>a</sup> Rs. 541-5-0. Smelt paid the *Moshaira* of the farmer from Baharbund amounting to S<sup>a</sup> Rs. 11,394-4-16. He also

<sup>93</sup>Ibid., of 27 June 1817, Nos. 4 and 5; of July 1819, No. 6.

<sup>94</sup>Ibid., of 30 September, 1814, Nos. 30, 33 and 34; of 28 October 1814, Nos. 1, 2, 3, 4, 5, 6, 7, 8, 15 and 16.

forwarded to the Guardian the petition of Ramratan Bhattacharya asking for the sum of Rs. 60 as his *brittee* for the year 1221 B.S.

The arrear accounts of Kantanagar (Murshidabad) were now published. It was as under :

General accounts :

In the hands of the Managers	Sa	Rs. 20,342-2-5
„ „ Rancees	„ „	4,031-2-0
Do. Do. Ramhurry Bose	„ „	6,197-10-10

The balance in the hands of Kisennaut Roy and Radhamohun Ghose reached on 30 November, 1807, Rs. 41,926-4-0, but in the accounts of December 1808 the balance was only Rs. 18,052-15-15. Unauthorised disbursements in 1215 B.S. (i.e. 1808) amounting to Rs. 3560-12-4 was as under: For personal expenses, including making a seal, copying old documents and salary of two servants Rs. 1030-3-2-1; Religious expenses, Gooroothakur, sustaining native doctors, charity and the annual Sradh of Raja Lokenath Rs. 2393-1-3; and feeding cows and bullocks Rs. 137-9-0-0, total Rs. 3560-12-4.<sup>95</sup>

The year 1815 was practically without any major incident. Brajananda toured the districts regularly to keep up the collections. Patton, the Nadia Judge paid his dues from time to time. Armstrong tried to realise the balance from Shareet Ullah without success. Muffuzal Islam, the late farmer of Habaspur paid the sum of Rs. 3333-10-9 on account of Harinath. C. G. Blagrove, the new Collector of Rangpur created a record by remitting Rs. 94,000 from Baharbund Pargana on 15 June 1815.<sup>96</sup>

1816 started with the marriage of the minor Maharaja Govindanath Roy of Dinajpur with the daughter of Ramdulal Singh of Jamua (Kandi) in Murshidabad. There was a great fan fare and a pattern was set in the marriage of the Zemindars particularly in regard to expenses which are given below.<sup>97</sup>

<sup>95</sup>Ibid., of 28 October 1814, Nos. 19, 21A and 22 and of 29 November 1814, Nos. 6, 7, 8, 9, 18, 25 and 26.

<sup>96</sup>Ibid., of 31 January, 1815, Nos. 10 and 11; of 31 March 1815 Nos. 11 and 29; of 30 June 1815, Nos. 24 and 25; of 28 July 1815, Nos. 16, 17, 38, 40 and 41; of 29 August 1815, Nos. 4, 29 and 30.

<sup>97</sup>Ibid., of 30 January 1816, Nos. 4.

1. Expenses for the marriage	..	S*	Rs.	18,000-0-0
2. Repairs to the Raja's house	..	"	"	3,000-0-0
3. Raja's monthly allowance paid for three months	..	"	"	3,000-0-0
4. Clothes for Raja	..	"	"	256-0-0
5. For Devi Puja (Durga Puja)	..	"	"	500-0-0
6. Repairing Raja's Calcutta house	..	"	"	3,100-0-0
7. For the Pattah of the Calcutta house	..	"	"	300-0-0
8. Extra expenses for the Raja	..	"	"	1,400-0-0

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Total Rs. 30,004\*

For Harinath unfortunately the year started with a death in the family. The widow of Baisnabcharanbabu died and Brajananda petitioned to the Collector to sanction expenses for performing her funeral ceremonies. The estimate for expenses of Rs. 8123-2-5 was forwarded by the Collector to the Court reminding them that they had sanctioned Rs. 4500 on 26 August 1812 for expenses of a similar nature. The Court however sanctioned the full amount prayed for.<sup>98</sup>

During the year there were three important events. First, the Guardian was charged with dishonesty, secondly, there was disturbance in Balliapur where two persons were murdered and in the third incident young Harinath himself was charged with insulting the Commercial representative stationed at Cossimbazar. Even at the age of 14, the minor was giving ample proof of his growing personality as well as his dissatisfaction at the way in which the estates were being managed by Brajananda.

The charges against the Guardian though proved to be false provide a lot of information about the Estate of Harinath. These charges also led the Collector to examine the papers and accounts of the minor's Estate from the year 1215 or 1808-1809. Gopicharan Das, the complainant never appeared in person, in spite of several reminders. The seven specific charges were however replied to, by the Guardian and commented upon by the Collector. The importance with which these charges were treated in spite of the fact that the complainant never showed his face, seems to be rather unusual. It may be reasonably suspected that the charges were

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\*the addition is wrong. It should be S\* Rs. 29,556.

\*Ibid., of 27 January 1816, Nos. 25 and 26.

engineered by the minor himself, which necessitated thorough checking of the accounts by the Collector himself, who took quite some time in doing so. The charges were made in 1814 at the time when Brajananda was about to take up the farm of the entire estates of the minor. Two years later when the report was being submitted, much of the original purpose was lost. The Collector's recommendation was that the charges were made out of malicious motive, the purpose behind being to stop Brajananda from taking the farm.

*Charge No. One* was that Lokenath at the time of his death had left one lakh of rupees in ready cash which was not shown in the accounts. Travers found that on the death of the former guardians, the new guardian in 1213 was handed over ready cash amounting to Rs. 4031-2-0. The papers were prepared by Ramhari Bose under the instructions of the then Collector.

*Charge No. Two* was that the minor received an allowance of Rs. 30,000 per year, the Guardian spent only Rs. 24,000 and defalcated the balance. From 1216 to 1219 this amount stood at Rs. 24,000. Brajananda took shelter under the accounts he submitted to the Collector each year and received his support.

*Charge No. Three* was that the Benares Jagheer was farmed for S<sup>a</sup> Rs. 6000 per annum. The Guardian credited only Rs. 2400 and defalcated the rest which in four years amounted to S<sup>a</sup> Rs. 13,800. Brajananda answered that the Jagheer in question was given out on farm by the late Managers to Obhyrum Pundit at an annual Jumma of S<sup>a</sup> Rs. 7000 but the farmer had been in arrears of S<sup>a</sup> Rs. 80,211-4-0 upto the end of Ashar 1217 B.S. A suit had been instituted in the Court of Appeal at Benares for recovering the entire amount. In the meantime a Sezawal has been deputed to make the collections and from the accounts upto 30 April 1815, it is found that he had made an annual collection of S<sup>a</sup> Rs. 4276 which was credited to the account.

*Charge No. Four* was that the Guardian had not credited the money obtained from the annual sale (settlement) of jheels, which at the rate of S<sup>a</sup> Rs. 2000 per annum, came to S<sup>a</sup> Rs. 8000 in four years. The guardian having denied the charge the Collector commented that only a trifle had been credited in the books of accounts. 'Now that I am aware', he wrote to the Court, 'what gardens there are on the Estate that could produce

fruits sufficient to realise Rs. 2000 per annum'. He also wrote about the habit of both the Guardian and the minor himself of sending great baskets of mangoes as presents to various persons during the season.

*Charge No. Five* was that the Guardian had not credited S<sup>a</sup> Rs. 4000 annually on account of house rents and land Revenue from the ryots. The Guardian denied the charge. The Collector remarked that in the years 1216, 1217, 1218 and 1219, the sum of S<sup>a</sup> Rs. 9112-6-2 had been regularly brought to the credit of the estate and on further reference to these accounts transmitted for 1220 B.S. S<sup>a</sup> Rs. 2692-4-7-1 will also be found. There was a large balance on account of the Nuddea house as the rent was being paid to the Court directly.

*Charge No. Six* was that the Guardian inserted into his accounts the sum of S<sup>a</sup> Rs. 5000 for an establishment for collecting rents, but spent only S<sup>a</sup> Rs. 1200 for the persons employed, thus embezzling annually Rs. 3800. The Guardian denied the charge stating that the accounts supported his contention. The Collector supported his reply.

*Charge No. Seven* was that authorised to discharge the Baharbund pensions, the Guardian took a receipt of four years but he only paid pensions for two years. The Guardian denied the charge and the Collector remarked, 'I see no reason for crediting Gopeecharan's assertion.'

The Court of Wards directed Collector Travers on 26 April 1816 that there was no reason to pursue the matter.<sup>99</sup>

Taking a hind-sight after so many years one cannot but feel that the intimate knowledge of affairs, that the charges demonstrated should have deserved a more careful enquiry. Every Baisnab knows that 'Gopeecharandas' is 'Hari' which raises the lurking suspicion whether the charges were promulgated by the minor himself and whether that was the reason why he could not appear before the Collector.

The affairs of Balliapur was reported by Anderson, the Collector of Bankura on 13 May 1816. He wrote that ever since the lease was granted to Brajananda Roy, this part of the minor's estate had been subjected to a system of oppressive rack-renting, attended with continued disturbance

<sup>99</sup>Ibid., of 30 April 1816, Nos. 30 and 31.



of breaches of peace. The inevitable consequence has been great decrease in population and cultivation. The ryots harassed to a degree have in great numbers moved from the estate and gone to places of new habitation. There had also been a most serious affray when two persons were murdered and one wounded. The Collector reported that there had also been allegations of 15 or 16 persons being killed and their bodies concealed. He had considered it necessary to depute an Amin with a monthly allowance. The parties who were concerned in the criminal deeds were put on trial and Brajananda was summoned to answer his conduct. The Court approved the actions of the Collector and wanted a fuller report on 'the circumstances of the misconduct of Brajanund Roy.'<sup>100</sup> Unfortunately nothing was found about this matter. They however recorded remittances from Baharbund amounting to Rs. 1,06,000 on 16 May, 1816 and Rs. 70,000 on 30 April, 1817.<sup>101</sup> The Collector of Burdwan informed of a large surplus in the minor's account amounting to S<sup>d</sup> Rs. 87,367-12-17 which was deposited in Company's Papers.<sup>102</sup> A much more important situation obliterated all minor matters from the consideration of the Court of Wards.

The incident of 21 May 1816 brought the difference between the minor and his Guardian into the open. The minor Harinath was found to have developed a strong character and was not wanting in courage, even if he had to encounter a high ranking person of the Company. The Guardian's imbecility in washing his hands clean of taking any responsibility of the incident was only to be expected. The pride of a Company's servant was also evident from the incident. Gone were the days of cooperation with the Indians who were treated with honour and respect, which endeared the first settlers. Now the English Company were the masters and they behaved as such. This childish incident of the 21 May was blown into an issue, when it could have been ignored and forgotten. To examine the affair in its proper perspective the incident as reported by Droz in spite of his partial overtone will be related first. The Company records begin with the Guardian's estimate of the ungovernable character of his charge. Samuel Droz stated 'On the evening of 21st instant about 6 O'Clock P.M. an elephant, the property of myself and Mr. Bell was coming here from Bhagwangola with the Pattarahs\* of the

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<sup>100</sup>Ibid., of 31 May 1816, Nos. 30 and 31.

<sup>101</sup>Ibid., of 31 May 1816, No. 26 and 30 May, 1817, No. 28

<sup>102</sup>Ibid., of 13 March 1817, Nos. 12 and 13.

\*Bengali word 'petra' meaning boxes has been anglicised.

latter gentleman and his hookah apparatus, when in passing by the Raja's residence and dwelling house, the Mahaut was accosted from the verandah above by the minor and a caffree boy to know whose elephant it was. The reply was Mr. Droz's. But as the Mahaut stuttered and the wind was high, it appears that the question was repeated thrice and also answered without being heard, I suppose, upon which the minor and his companion abused the Mahaut and the coolies in the rank mode of the country, which my Mahaut admits he returned in similar language, not being aware from the Company of the Caffrees that it could possibly have been the Koer or minor, however that is not much to the point, the Rajah then assembled all the ragamuffins of his present establishment, desired his own two Mahaut (two) to bring mine down from his seat, beat him and the coolies, tumbled off the Pattarahs etc. made the elephant by the means of his own Mahaut salute him and denoting superiority to me, I infer, and finally with bamboos, chubdar sticks and spears teased the elephant till it bled in the foot, the Mahaut all the time calling out 'Dwaie' ( दोहाई ) in my name so that there could be no mistake as to the elephant being my property. This is the representation of his case to me, the circumstances may vary in the relation but the fact of the assault is established beyond doubt through the neighbourhood. It is of course the insult and indignity offered to me by the young Rajah in the person of my servant and the elephant that I complain of and not the extent of bodily injury done to the people.' Pride and bitterness drove Droz to write about Harinath in a most objectionable language. 'The Guardian of his Estates and property as well as his mother and other kindred have now lost all control over him and he is ripe for any mischief that his low advisers and associates may prompt.' Incidentally it may be pointed out that this is the only instance when both Droz and Brajananda were complaining against Harinath's uncontrollable character, raising the suspicion that Brajananda was perhaps trying to prevent Harinath from getting the estates released to him as he attained majority, while Droz might be unwittingly helping him in this endeavour. The later character of the Raja is so even that it is difficult to imagine him as a rough necked youth. An elephant, according to the custom of the country, unless it belonged to the Emperor or Subadar, should pass the house of another person owning elephants with its pennant lowered. This is the sign of courtesy which was flouted, leading to exchange of abuses and making the elephant salute the master of the house. The wound on the elephant must have been inflicted later, either by Harinath's people as reported

or by the mahut himself to give more effect to his complaints.\* At no stage of the event there had been any dispute with Droz himself. This did not prevent Droz from writing an angry letter to Travers, the Collector. 'The heir being a minor', he ranted, 'must be under your control as the agent of the Court of Wards at this station. I have therefore preferred this mode of procedure to instituting any complaint in the Adawlut against him for a breach of the public peace, in the hope that any ulterior proceedings may be rendered unnecessary. Besides it does not appear to me that provisions have been anywhere made in the Regulations\* for redress of grievances of this nature, for a minor cannot well be fined in the score of his nonage, whilst the punishment in this mode of the Guardian of his property, who is quite innocent, would be subversive of the ends of justice.

'The insult whether considered in the light of public offence to me as an executive officer of the Government or of a private one as an European gentleman, has been most gross and were it to be passed over without notice I should feel myself alike, regardless of the rank I hold in this service and deficient in duty to my own character in the former case, it would prove seriously detrimental to my authority here as resident in realising the Hon'ble Company's investments and in the latter it will embolden the young Rajah to repetition of his offences. The fact is so notorious in this neighbourhood having been done openly that it cannot be doubted. I will not therefore dwell longer on this specific point.' Describing the redress he wanted he wrote that there must be, '(1) a personal apology from the young Rajah, (2) nomination of a tutor or a preceptor and half a dozen peons to be employed at his cost to supervise over his conduct and (3) to dismiss all his "low associates" . . . . . and the restitution to their places the former respectable dependants who would check his behaviour and irregularities of his personality.' As Droz was living in the factory which was close to the Raja's place, he was mortally afraid of being set upon by the young Raja and insulted by his associates. Forwarding the complaint made by Droz, Travers, the Collector, added, 'It would be superfluous for me to say more on the subject, further than to observe on the general unmanagable conduct

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\*Traditionally, the Hindu having their god Gonesh, who has an elephant's head never hurts the animal. The Mahouts are always Muslim in religion.

\*Compare this with the present legislation of the Government of India, where the meanest government officer or agent has been given powers to prosecute directly turning the law into their lucrative magic wand.

of the minor.' 'His Guardian Brajananda', wrote the Collector, 'made personal representation to me on his bad conduct, his want of attention to his studies, his ill treatment to the old and respectable attendants of the family, such as threatening to beat them with a shoe, if they say anything to him, and retaining a number of low associates about him.' The Guardian explained why he had come out suddenly with the complaints only after the incident with the servants of Droz. He said that he was afraid to incur the displeasure of the minor when he will come of age and therefore was only able to reprimand him; and that also not always as the minor, alleged the Guardian, pretended to be sick and never came before him when called for. The Collector concluded his report with the remark that, 'the complaint coming from Mr. Droz, I have not deemed it necessary to make any enquiries.' The Court saw through the whole incident and issued instructions to the Collector, '(a) It appears that abusive language passed between the minor's dependants and Mr. Droz's servants, (b) If Mr. Droz wanted to pursue this matter his servant should lodge a suit in the local courts. (c) The Court are not in possession of any facts that should lead them to believe that any insult was intended to be offered by the minor to Mr. Droz, but as he afterwards could not have been ignorant that the person assaulted was Mr. Droz's servant, it was incumbent on him to have waited on Mr. Droz and to have apologised for the outrage.' The Court desired that the Collector would communicate to the minor the expectation of the court. The Collector was asked to inform the minor that the Court of Wards observe with extreme displeasure and regret, the irregular and disorderly course of behaviour which he pursues as derogatory to his rank and situation in life and it is disgraceful and disreputable to himself and in the event of any recurrence of such improper conduct they will consider their duty to report the circumstances to the Government.<sup>103</sup> It is not known how far this reprimand chastened young Harinath or whether he waited on Mr. Droz to offer apologies for the incident. The whole matter seems to have been quietly forgotten. Almost a year later on 29 March 1817, the Collector forwarded two petitions one from the two Ranis, the widows of the late Raja and another from the Guardian for going on a pilgrimage to 'Juggernath' (Puri) with the minor Harinath for the fulfilment of a vow for the protection of the minor on his attaining the age of fifteen. The Collector sent for the minor, who acquainted him with the whole of the proposed arrangement to undertake the pilgrimage. He also approved the

<sup>103</sup>Ibid., of 31 May 1816, Nos. 38, 39, 40 and 41.

estimate of Rs. 31,000 which will be incurred for the purpose. Travers reported that he had enquired from 'different Brahmins and Hindoos, who all say that considering the wealth and high rank of the minor's late father he ought not to be at less expense and he is himself acquainted with the whole detail and although young perfectly aware of what is for his own advantage and interest.' The Court authorised the expense and asked the Collector to advance Rs. 31,000 to the minor, Harinath. They however ordered that the Guardian, Brajananda, should not accompany the party but should remain to superintend the affairs of the minor's Estates.<sup>104</sup>

The year 1818 saw the minor in a stronger position, while Brajanand, the Guardian, who was also the Farmer of the Estates, was in financial difficulty. He prayed for the remission of interest for the arrear rents. The Collector did not think the demand to be just and the Court kept the prayer in abeyance till the accounts of the minor's Estates were examined.<sup>105</sup> In the meantime several suits were in progress at the Supreme Court and the District Courts, which kept the Guardian busy. The Collector reported on the embankments which were kept in good repair. Ultimately the Guardian was given credit for the charges of establishment, which he was asked to submit each year.<sup>106</sup> The estates ran fairly well and the Burdwan Collector deposited Rs. 95,258-7-16-2 upto March 1818.<sup>107</sup> Baharbund advanced a lakh of rupees on account of the minor while the Murshidabad Collector bought Government Securities worth S<sup>a</sup> Rs. 1,35,958-18-11-2. The accounts showed arrears also. The arrear of the years 1221 to 1223 B.S. was S<sup>a</sup> Rs. 87,969 in Nadia, S<sup>a</sup> Rs. 95,258 in Jungle Mehal and S<sup>a</sup> Rs. 21,616 in Jessore.<sup>108</sup> From 1216 to 1222 B.S. amounts deposited into Government Treasury on account of Murshidabad alone came to S<sup>a</sup> Rs. 6,88,631-1-17 plus a farming Jumma of S<sup>a</sup> Rs. 66,056-11-8-2. With the background of these accounts, the Guardian put forward an account of 'personal charges' to the tune of S<sup>a</sup> Rs. 18,441-3-8-2. His letter to the Collector showed that a compromise had been probably achieved between the minor and his Guardian. The language was completely opposite to what he wrote only a year ago. He writes, 'That the Koer is no longer a child. He keeps an account of all his expenses himself, receives the money himself and pays

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<sup>104</sup>Ibid., of 29 April 1817, Nos. 3 and 4.

<sup>105</sup>Ibid., of 24 March 1818, Nos. 14 and 15.

<sup>106</sup>Ibid., of 3 April 1818 Nos. 3, 4, 5, 11, 12 and 13.

<sup>107</sup>Ibid., No. 14.

<sup>108</sup>Ibid., of July 1818 No. 8; of August 1818, Nos. 4, 5, 6 and 7, 8 and 9.

it. By allowing him to do this, I have obtained his confidence and he looks upon me not only as his Guardian but friend and relation, and conceals nothing from me and the Ranis know every item he expends. Now was I to act differently he might be displeased and withdraw his favour and protection from me on his coming of age, without its being of any advantage to him, indeed the contrary as he can easily borrow the money, no doubt at an exorbitant interest to cover the risk of lending to a minor, from usurers who will know what property he is to succeed to.' Then he gave the details of expenses which is quoted below.

1. Carriage and horses	Sa Rs. 4,566-12-0-0
2. Boats and furniture	„ „ 2,318-2-1-0
3. Shawls, apparrels, shoes etc.	„ „ 3,040-2-10-0
4. Jewellery and silver	„ „ 1,166-12-5-0
5. Chandeliers etc.	„ „ 1,591-0-5-0
6. Persian books	„ „ 307-2-10-0
7. Fruits, dainties of the season, milk, tobacco	„ „ 1,445-7-15-0
8. Pigeons and other birds	„ „ 241-11-2-2
9. Dancing and nautches	„ „ 564-15-0-0
10. Muntar (word of God), visiting the Takoors and presents on recovery of health	„ „ 2,094-9-10-0
11. Invitation Nuzzer	„ „ 1,104-8-10-0
Total	Sa Rs. 18,441-3-8-2

The Collector did not consider the expenditure excessive and approved the amount asked for by the Guardian.<sup>109</sup> Going through the details of the account, the Court of Wards however disapproved certain items of expenses.

'In the minor's account the Court considered the following to be excessive :

- (a) Rs. 335-15-0 for additional manjhies and dandies during rains for pleasure boats.
- (b) Rs. 739-11-10 and Rs. 370-4-5, purchase and food of two cows and purchase of extra milk from the gowalas. Unless the cows were foreign breed and consequently of very enhanced price this would appear a large sum and extra gowalas for that increase would hardly seem necessary.

<sup>109</sup>Ibid., of August 1818, Nos. 4-7.

- (c) Rs. 283-0-0 Repairs of temples of Kalee Thakoorani in Zilla Rungpore. The Court are of the opinion that the Guardian should have represented to the Collector, Rungpore.
- (d) Rs. 9-0-0 Peons diet allowance. Deputation of peons should be accounted by the Estate and not left to the minor to pay.
- (e) Rs. 696-5-17-2 The Guardian's charge. "The minor should be advised not to make or comply to such demands in the future."
- (f) Rs. 191-11-5 Copying of sundry Zemindary documents. This expense also should have been paid by the Guardian and not left to the minor.
- (g) Rs. 1022-7-5 Charity to beggars and mendicants. The Court would not like to check any benevolent or beneficent acts of the minor and they are aware that amongst persons of his caste and rank, the performance of them is a duty and the consequence of them is esteem and repute. But in order to prevent his being imposed upon by his servants or agents, the Collector may check the accounts from time to time, himself or the Guardian should be very particular in keeping and explaining such accounts.
- (h) Rs. 2500-0-0 The Court observe that in the preceding year the the minor had purchased a chariot, horses and harness from Nawab Asmut Ally Khan and must therefore apprehend that a second purchase of a similar equipage was rather a measure of youthful extravagance. The Guardian should have consulted the Collector before spending money for the second hand buggy and old horses.<sup>110</sup>

It is interesting to find that Harinath in spite of his youth, was fast turning into a responsible person who was fully aware of the role that had been waiting for him, since the death of his father. The way he brushes aside the Guardian, who was also his cousin and many years older, shows that he was attributed with a good amount of personality. His maturity must have been evident to all. The Ranis informed the Collector, that

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<sup>110</sup>Ibid., of August 1818, No. 9.

the marriage of the minor had been settled and estimated an expenditure of Rs. 1,53,944-10-0. The Guardian also put in another application for the same purpose. The Court was in confusion, as to a European a large part of the expenditure seemed unnecessary. The Collector recommending the expenses wrote to the Court, 'The minor is now of an age to be able to judge (the necessity of the) expense, what I know of his character is not likely to be imposed upon, his vanity and family pride may induce him to expend a large sum, but I think that he will take care that it is well expended. I wished much that he should have deferred the ceremony till after his release from the Court of Wards, which will be in about two years. But of late the mortality of the natives have alarmed the Ranis, and they as well as himself, are very solicitous that it should take place, stating that should the minor die before he is married, he will not have it in his power to make a 'will' with directions for adopting a child and consequently all the respectability of a family, raised by the munificence of the well known Governor Hastings, secured and improved by the wise administration of the succeeding British Government, be lost for ever and his Estates ultimately become, the case of constant dispute amongst his relatives. These reasons being repeatedly urged, against my wish that the minor should defer his marriage till of age, I do not think it right to delay forwarding their solicitations.' The Court approved the amount prayed for marriage.<sup>111</sup>

The news of the forthcoming marriage of Harinath, became soon known to all. The collections immediately improved. The surplus of the estates at Murshidabad, Rajshahi, Dinajpore, Burdwan, Bhagalpur, Jellulpore, Nadia and Jessore came to S<sup>a</sup> Rs. 53,733-15-17-2, of Rungpore S<sup>a</sup> Rs. 1,10,000 and of Jungle Mehal S<sup>a</sup> Rs. 11,935-11-12. These amounts were sent to the Treasury.<sup>112</sup>

The Collector of 24 Parganas informed that the absconding Moonshee Khyrulla had a land measuring 6 Bighas and 10 Kattas in Mouza Sealdah and another property measuring 16 Bighas 7 Kattas in Mirjapur near Dhee Sealdah which may be realised against his long outstanding arrears.

It is interesting to find that many Zemindars were still using their old surnames of Choubey or Dhoba or Canoongoe. The social

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<sup>111</sup>Ibid., No. 11.

<sup>112</sup>Ibid., of 9 September, 1818, No. 18.



consciousness regarding names seems to have come into existence sometime in the twenties of the nineteenth century. In January of 1819, Brajananda, the Guardian petitioned for the ceremony of 'Nimuck-chussy' or the first feeding ceremony of the son of Ramcharan Babu, the cousin of the minor, amounting to S<sup>a</sup> Rs. 2738-5-0. The Collector recommended a deduction of S<sup>a</sup> Rs. 322-10-0 being the excess of the sum allowed by the Court under date 22 April 1817 for the performance of this ceremony to the infant son of Shyamacharan Babu, who stands on the same degree of relationship to the minor. The Collector further reported that, 'This ceremony will be performed at the minor's family residence in the same mode as the former and subject to the same check from the Rannees and himself (the Guardian)', who would not have approved this expense was it not customary and proper. The Court approved the disbursement.<sup>113</sup>

The consciousness of the family about status in the society soon became evident. The right of a ceremony, however futile, once granted to a person, immediately came to be demanded by others who claimed equal social status. Most of the social ceremonies were couched in the grab of religious functions, because this was the area where the Company's administration was the weakest as they did not wish to interfere in the least. The pseudo-religious cum social functions therefore became the instrument for extracting money from the English Company on account of the minors. The back lash came, when many years later nobody remembered why these functions were made to be so expensive as the ceremony did not demand so much expenditure, they thought that this was the normal way of the Zemindars' social duty. Faking for too long had assumed the form of the real. This will be evident in every ceremony during the minority of Harinath. Now a petition was forwarded by the Guardian requesting the Court for the granting of the annual expense of S<sup>a</sup> Rs. 1236 for the wages of the 13 musicians for the establishment of a permanent *Nahabat* in the house, 'to provide sacred music to the idol Luckeenarain Thakoor.' It was given out that this was the late Raja's intention. It was also discreetly pointed out that both the descendants of Gangagovinda Singha and Kashinath Dutta enjoyed such rights. From the letters to the Collector it is found that the marriage ceremony of Harinath was held between February and March in 1819. It will not perhaps be correct to assume that the controversy about the *Nahabat*, delayed the proceedings,

<sup>113</sup>Ibid., of 9 September 1818, No. 13; of January 1819 No. 5.

but the strong sentiments demonstrated by the minor could have easily created such a situation. *Nahabat* was the music of sovereignty which was limited to the Nawab and the members of his family. Now the Nawab of Murshidabad and their relations were in dire distress living on pensions and loans, naturally the musicians had to find new masters. Granting the music to two families, raised the aspirations of the others who considered themselves equal in status. Harinath wanted to introduce it during his marriage ceremony and then to keep it permanently as 'religious music.' So keen was he to establish the *Nahabat* that he had no objection to the sum being deducted from the marriage charges. The Court ultimately agreed to the temporary establishment of the *Nahabat*, but felt rightly that the Nawab's permission should be sought for the permanent establishment of the music. It was immediately pointed out that when permission was granted to Krishnachandra Sinha and Kirtichandra Dutta only the permission of the District Magistrate was sought for and granted, the letter of sanction being issued by the Judge, a copy of which dated 21 December 1816 was enclosed with the letter. Meeting the Collector, Harinath pointed out that his grandfather Cantoo Baboo and Gangagovinda Sinha had been contemporaries in the service of the late Warren Hastings and pressed that the establishment of the music could be done at the Court's will as they had allowed the establishment of the music to be continued after the death of Kirtichandra Dutta by his minor sons Paramananda\* and Mohanananda both of whom were wards under the Court. Travers, the Collector was thoroughly convinced and wrote, 'The doubt expressed by the Court as to its competency to authorise either permanently or merely during the ceremony of the minor's marriage, the establishment of a Nowbut, will I trust plead my excuse for making the following observations. That the subjects of the British Government, who are not all connected with, or have any dependence on the Nawab, having to apply for his sanction previous to establishing 'sacred music', for their religious ceremonies, which is in fact the purpose for which the Nowbut is now solicited, and for which it is constantly used and in the present instance, the minor Koer Hurrnauth Roy being under the immediate protection of the Government and should I as the local authority apply to the Nawab, it will become a precedent for an authority which His Highness will immediately assume and which may be difficult hereinafter

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\*The state of Paramananda, the other Nahabat blowing minor was however in difficulty. He owned the six-anna share of Pargana Fatesingh. The Court described him as 'a notorious profligate'.

to suppress on the evil being experienced.' The Collector reminded the Court that in Calcutta several respectable natives had already established this music. He concluded that 'Indeed I have no hesitation in saying that as the Natives consider this an appendage to their consequence, they would willingly pay a Nuzzaranah or certain established sum to the Government and a considerable Revenue might be realised therefrom and which the Nawab will certainly do with oppression, if left to him.' The Court immediately realised that the establishment of the *Nahabat* will further entice away the wealthy Indians of the Muffasil from the authority of the Nawab, eroding his influence even further. They instructed the Collector that the application may be placed before the District Judge and his permission obtained, as was done previously. He was also authorised to inform the Guardian that the Court of Wards had no objection for the establishment of *Nahabat* provided the expenses were included under the charges of the nuptial ceremony of the minor. This letter was written on 2 February 1819.<sup>114</sup>

Now Brajananda, the Guardian proposed that he be given a loan of Rs. 2,00,000 from the General Treasury for the property having a Sudder Jumma of Rs. 43,430-14-8-3 per annum, which will be mortgaged for the loan under the condition of sale and security for the repayment of the loan which will bear an interest of nine percent per annum for one year. The Court was informed that Moonshee Ennaytullah had already offered him the sum. The Court felt that as Harinath would be attaining majority soon, the decision should wait till that time. They expressed their inability to sanction the loan and cautioned that if the minor or his Guardian entered into any engagement without the sanction of the Court, it would be held invalid in the Court of Judicature.<sup>115</sup>

The Jessore matter was still not resolved. This was the dispute regarding the Shameerpur *char* situated in Faridpur. The Court congratulated C. Tucker, the Collector of Jessore, 'The Court of Wards experienced entire satisfaction at the result produced from your exertions in maintaining the rights of the minor. They desire me to express their approbation of the measures adopted by you.' Yet the dispute was not resolved, as Upendranarain Chowdhury went to the Court of Appeals, the Collector engaged two eminent lawyers Mr. Peckell and Mr. Ahmutty to represent the minor. The maps which were submitted earlier were

<sup>114</sup>Ibid., of January 1819, Nos. 17 and 18; of February 1819, Nos. 4 and 5.

<sup>115</sup>Ibid., of April 1819 Nos. 11 and 12.

proved false and the Court ultimately judged the property to belong to Harinath. Tucker immediately appointed a Tehsildar and 5 Barkandaz (guards) at Rs. 10 and Rs. 3 each respectively per month. He commented that this heavy expense was absolutely necessary for a short time. He expected that the estimated income from the *char* would be Rs. 1000, leaving a clear profit of Rs. 700. Now Upendranarain appealed to the Sudder Dewany Adawlat. Tucker requested the Court immediately that the Government Pleader should file a counter petition as the minor held the order of both the previous Courts in his favour.<sup>116</sup> At this distant date when human qualities have so much deteriorated in the country, the action taken by Tucker, seems to be a glorious example of the best of the Company's administration.

In Pargana Baharbund also trouble started with Colleyer *char*. Joydoorga Burman, the Zemindar of Bhiturbund had laid claim to certain alluvial lands. The Rungpore Collector not being as active as Tucker, the case went almost unrepresented at the District Court, with the minor losing the lands. At the instance of Travers, the Collector of Murshidabad, the Guardian preferred an appeal at the Court of Appeal for the Murshidabad division, but the court granted only a third of the lands to the minor. Dissatisfied with the decision appeal was filed in the Sadar Dewanny Adewlat.<sup>117</sup>

The records of the Court of Wards give much information. It is possible to know that the Guardian was sanctioned a sum of Rs. 5,000 every year to buy grain for the whole year because, with the probability of famine and deficiency in production, the prices shot up later in the year almost becoming double the price it was a year earlier. It is also known that almost all the Collectors decried the system of employing a Brahmin for the education of the young Rajas who were the wards of the Court. They argued correctly that in most of the cases the teacher was as ignorant as the pupil and only taught base and useless things. The Collectors unanimously laid stress on appointing educated natives as teachers notwithstanding their caste. The Court formulated a policy which fixed the languages to be taught, they were Bengali, English, Persian and Nuggree (Sanskrit). Books that were read by the pupils were: Digdarsan (दिग्दर्शन) in four parts, 2P ersian books, tables in Nustaleg, May's 'Sonnets', Harle's Arithmetic and Bell's School Instructions. The comments on the

<sup>116</sup>Ibid., of May 1819, Nos. 5 and 6; of June 1819 No. 8 and of July 1819, No. 6.

<sup>117</sup>Ibid., of August, 1819, No. 22.

accounts of the Estates of Harinath for 1224 B.S. are as usual, extremely informative regarding the condition of the improved collections and the character of the heir, 'The Collector explained that the ward is no longer a child and keeps the keys of the Treasure chest and makes all payments and disbursements himself.' The Court was however critical of the expenses incurred by the minor without the permission of the Court of Wards. They however in view of the ending of the wardship passed all items of expenditure.<sup>118</sup>

Before the year ended tragedy struck Harinath. His young wife whom he had married only a few months ago on 16 Falgoon (probably 1 March) died on 27 October. Suspecting foul play and in great agitation for the safety of his own life, Harinath waited for the statutory period of mourning to pass, then quietly married again on 13 December 1819. It may be explained that the presence of a wife with the right to adopt a child in the case of the untimely death of the husband, was the greatest insurance against the machinations of the relatives. The girl he married was no other than the redoubtable Harasundari, who lived to the age of about a hundred years and will appear frequently in the history of the family. Harinath requested for the granting of only S<sup>a</sup> Rs. 25,000 for the expenses of the second marriage, which he performed quietly. The Court, taken a-back by the turn of events, granted the sum to the minor on the recommendation of the Collector.<sup>119</sup>

At last it was 1820, the year when Harinath would attain majority. Lind became the acting Collector of Murshidabad in place of Travers. Lind tried to impress Harinath by his strictness but had no idea how hard a nut was this boy who would be eighteen years of age in September, and therefore immediately got himself into trouble. 'I summoned Koer Hurrynauth to attend me unaccompanied by his Guardian', he wrote to the Court, 'and put the questions (regarding expenditures in the account) to which he answered that until he had seen the accounts he could not give any reply'. Even after four months the same reply was given. The Court of Wards being faced with the problem of the lease, the acting Collector did not complain about Harinath's evasive reply. The leases of all the Estates of Harinath expired on the 12 April but the minor did not attain 18 years till the 5 September, how to cover

<sup>118</sup>Ibid., of August, 1819 No. 25; of October, 1819, No. 5; of November, 1819 No. 9 and of June, 1820.

<sup>119</sup>Ibid., of December 1819, No. 15.

the gap of four months, as none would be interested in taking lease for so short a time. The Court of Wards wrote to the Board of Revenue suggesting that the Estate be handed over to Harinath at the expiration of the leases though he will not attain majority officially for another four months. The Board of Revenue took the full details of Harinath's estate for placing them before the Governor-General in Council. On 24 March, 1820 the Court informed Lind, 'I am directed to desire that you will intimate Koer Hurrynauth Roy the Court's intention to surrender to his management, the whole of his estates under their jurisdiction at the commencement of the ensuing Bengali year (1227 B.S.), provided he is willing to undertake it and that you will require him to signify his acquiescence or otherwise in that arrangement, that in the one case the necessary instructions may be issued to put him in possession or in the other that measures may be pursued without loss of time to provide for the management on the part of the Court of Wards as speedily as may be practicable after the expiration of the existing farming leases. You will be pleased to report the result without any further loss of time.' Lind wrote to the Court on 1 April 1820 that Kumar Harinath was willing to assume the charge of his estates from the commencement of the Bengal year 1227. The Court replied on 4 April, that the Board of Revenue had resolved to release the estates of Harinath from the jurisdiction of the Court of Wards. Lind was asked to inform Harinath that he should not lose any time in making arrangements for the management of his several estates. Harinath was also informed that all Collectors had been notified about these orders. They have been asked to relinquish the estates to the management of the proprietor and that the revenue of the ensuing year may be collected by none but the agents, regularly constituted by him. Lind was also asked to send a formal communication to the Guardian and also to ask him to surrender his accounts. Lind was instructed to proceed carefully with the final adjustment of the accounts in the presence of the Guardian, explaining them to the proprietor. He was also asked to notify the farmers about executing the necessary acquittances. The Court sent out similar orders to the Collectors of Burdwan, Dacca, Dinajpur, Jessore, Jungle Mehal, Nadia and Rungpore. The Collector of Bhagalpore was also informed.<sup>120</sup>

The examination of the accounts presented an interesting picture of the estates of Harinath. The Ghazeepur Jageer was greatly mismanaged being outside the jurisdiction of the Court of Wards which did not extend

<sup>120</sup>Ibid., of February 1820, No. 18 and of April 1820 No. 28; of February 1820 Nos. 20, 21, 22 and 23; of March 1820, No. 23, of April 1820, Nos. 5, 6 and 7.

upto Benares. The Tikadar was however brought under control and agreed to remit the revenue to the proprietor directly. It was found that as the revenue for the estates in Burdwan, Dinajpur, Jessore, Rajshahi and Jungle Mehal were paid to the Murshidabad Collector, there were no arrears due to the Government. The amount in deposit with the Collector of Rungpur was S<sup>a</sup> Rs. 7,90,710 only. How well the estates have been managed can be proved by the fact that the Collectors of Dinajpur and Burdwan recommended to be written off sums amounting to only Rs. 83-7-3-2 and Rs. 131-0-2-13 respectively <sup>121</sup>

Everything was now ready for releasing the estates from the Court of Wards. (Thrice in the next hundred and twentyfive years the Estate went under the management of the Court of Wards and released by them after a period of time). Lind informed on 13 April that Harinath attended the finalisation of the accounts and pointed out the expenses executed under his order. On 14 April 1820, Harinath took over the charges of his estates. He signed the *Douls* of the Estates and the Collector handed over to him a *Dukhly Perwanna* (note: Persian still being used in orders). Harinath immediately petitioned for three things : (a) To get the money deposited in the General Treasury, (b) To be permitted to sign the *Douls* in other Districts and to receive *Perwannas* and (c) To be allowed to pay the Revenue of the whole estate into the Murshidabad Treasury. The Court agreed to the second prayer but deferred the first and the third till the time he attained majority.<sup>122</sup>

Brajananda, as the late farmer of Harinath's estates, was in difficulty. He had still arrears in revenue to pay. For Baharbund alone his arrears amounted to S<sup>a</sup> Rs. 58,849-4-0 and for the other estates his arrears amounted to S<sup>a</sup> Rs. 37,110-15-17-1 totalling to S<sup>a</sup> Rs. 95,960-3-17-1. He petitioned to the Court to extend his lease by three months upto the end of Ashar. The Court refused the extention and asked him to pay up his arrears.<sup>123</sup>

Harinath himself was not faring too well either. He had the charge of the estates but no money. So he petitioned to receive in cash or Company's Papers the sum of S<sup>a</sup> Rs. 6,00,000 for the purpose of purchasing various estates and repairing his house. He had to establish an

<sup>121</sup>Ibid., of March 1820, Nos. 3, 4, 5, 6, 7, 8, 24 and 25.

<sup>122</sup>Ibid., of April 1820, Nos. 29, 30 and 32.

<sup>123</sup>Ibid., of April 1820, Nos. 31 and 32.

administration also. The Court agreed to pay the amount, but not until 5 September when he would attain his majority. They argued that as a receipt from the minor will not be valid in the Court of Law they could not comply with the request until the application was made through the Guardian and recommended by him. Lind sent for Harinath and explained to him that his property at the Presidency was held in Government Securities. Harinath was persistent that these securities should be delivered to none but himself. He obviously did not trust others and it will be presently found that he had ample reasons for such a conclusion. So it was 15 August and the Court informed all Government Agents that Kumar Harinath Roy would attain majority on the 5 September 1820. The Court of Wards issued the order that the accounts of the General Treasury be handed to the Proprietor. Harinath again expressed an anxious desire that the sum of Sicca Rupees Six lakhs may be kept ready for delivery to him as soon as he shall be competent to grant receipts for the amount. The Court suggested that the sum deposited in his name may be immediately transmitted to the acting Collector of Murshidabad for delivery to Harinath as soon as he attained his majority.<sup>124</sup>

Unfortunately Harinath encountered trouble from a quarter he had been expecting for a long time. This was from his cousins Shyamcharan and Ramcharan, whom his father Lokenath had brought up as members of the family. Encouraged by persons like Odwant Singh, the son of Debi Singh, and Brajananda, they now wanted to split up the Estate. The Court of Wards received a letter from G. Higgins, Attorney-at-Law on 18 August 1820 on behalf of Syamcharan and Ramcharan, the two surviving sons of Gurucharan Nandy. It was presumed in the claim, that the properties were collected by Radhakrisna and not by his son Kantababu. As three of the sons of Radhakrisna had male descendents of whom the family Krisnakanta and Nrisingha was merged into one, the descendents of the other son Joyram now claimed one-third of the property. The petition was forwarded to the Board of Revenue who rightly felt that the application was grounded on insufficient knowledge, they were also uncertain about its authority and jurisdiction. Notwithstanding the Board's feeling, a suit was filed by 'Shaumchurn Nundy and Ramchurn Nundy against Hurrinauth Roy'. Higgins soon received an injunction from the Supreme Court on the 23 August 1820 preventing Government

<sup>124</sup> Ibid., of July 1820, Nos. 1 and 2 and of August, 1820, Nos. 20-21.



Agents from paying more than two-thirds to Harinath of the total amount. The complainants claimed the whole estate as joint properties and the proprietorship of Harinath was challenged. The two-thirds of the Government Securities was estimated to be S<sup>a</sup> Rs. 17,00,000. Accordingly on 5 September 1820 the Court issued instructions to the Government Agents that under the orders of injunction 1/3rd of the Securities must remain in Government hands till the injunction was withdrawn. The Court however transmitted six lakhs of Sicca Rupees required by Harinath on the assumption of his majority.<sup>125</sup> So Harinath became major amidst trouble and tribulations. Not only was the family split but his life was in danger. There were many led by his greedy and cowardly cousins, who would profit by his death. He had to move very cautiously. In the meantime on 24 July to be exact, he had applied for the title of Maharaja, that belonged to his father, but was refused.<sup>126</sup> He however did not demur but sent a princely gift of S<sup>a</sup> Rs. 1000 to the Hastings Memorial, then being built in Calcutta.<sup>127</sup>

Lind, the acting Collector's report shed a lot of light into the incoming strife. He wrote, 'I beg to acquaint you for the information of the Board that on Brajanand Roy not paying the balance, due from him on account of the Farm of the Estates of Koer Hurrynauth Roy and on his concealing himself, I called upon his securities Raja Odwant Sing and Janky Ram to pay up the balance, who in place of doing so presented a petition to me to the effect that the farmer ought to be called upon for his accounts as Guardian and requesting that the balance might be realised by the sale of his (the farmer's) goods.' This was in contravention of the Bond of Security executed by them on 4 May 1814. Lind asked for permission to sell the securities and land of the securities so that the balance could be realised. In the meantime Brajananda again changed sides giving himself up to the mercy of young Harinath, who according to Lind, had concealed the late Guardian in his house. Brajananda sought the protection of Harinath, when his other security (given as the Guardian) Joy Krisna Roy died and her widow petitioned to be recorded as the proprietor of his Estates, which if done would automatically invalidate the Bond, yet there was no way to prevent her from being declared the owner of her deceased husband's properties. Lind obstinately

<sup>125</sup>Ibid., of August 1820, No. 34; of September, 1820 Nos. 7 and 8.

<sup>126</sup>Murshidabad Nizamat Records, 1807-1855, Part II, Letters Received, p. 192.

<sup>127</sup>Ibid., 1802-1831, Part, I, Letters Issued, p. 207.

informed the Court that he was not going to record her name till the accounts were fully settled.<sup>128</sup>

Harinath however immediately after assuming charge requested to be allowed to pay the Revenues of all his Estates into the Murshidabad Treasury. All the Collectors were informed that Harinath's request had been granted. The acting Secretary of the Board of Commissioners of Behar and Benares expected that the Collector of Murshidabad would keep the Collector of Bhagalpore constantly informed of the payments made, otherwise it will be his duty to start the usual proceedings for the recovery of the arrear Revenue. He forwarded a list of properties belonging to Harinath which fell within the jurisdiction of the Board of Commissioners.<sup>129</sup>

- (a) A copy of Collector Mr. Baeton's letter to the Board of Revenue dated 15 September, 1805 in respect to Mauzas Ghaize Gaut Bucksecweh Larokarrah etc. in Pargana Ballia.
- (b) Copy of the orders of the Board of Revenue dated 26 October, 1804 in respect to Mouzas Goojowrah in Pargana Chownsah.
- (c) Copy of orders of 21 October, 1802 and 11 January, 1803 for Gazeepore.
- (d) Copy of orders of 3 and 12 March, 1811 for Taluks Sheordie, Tahseel Amany, Pargana Zumureah.
- (e) Copy of order of 26 October, 1804 for the settlement of Ibrahimapore and Goburdhupore, Pargana Bunsweel (Bansdeeh) and Mouza Behara in Pargana Mujwara.
- (f) Copy of order of 11 September, 1801, for Neemuck Sayer and several villages.

Lind was not a person who could be prevented from taking an action on which his mind was set. He was determined to close the account of Brajananda before the estates were formally transferred to Harinath on

<sup>128</sup>Bengal Board of Revenue Proceedings, Range 78, Vol, 49, of 30 May 1820, Nos. 52, 53, 56 and 57.

<sup>129</sup>Ibid., of 23 May 1820; No. 5 and of 23 June 1820 No. 1.

the 5 September. He found some properties that belonged to the late-Guardian, so he immediately made arrangements for their disposal by public sale, which was fixed on the 27 July 1820. Brajananda immediately came out with a long petition to stop the auction. He stated that as the Farmer of Kantonagar and other estates for six years from 1221 to 1226, he held the farms at an yearly Jumma S<sup>a</sup> 4,13,647-9-0-2, He stated that he had paid upto the end of 1225 B.S. the sum of S<sup>a</sup> Rs. 20,68,235-2-17-2, that he had likewise paid the Government Revenue for 1226 B.S., and that out of S<sup>a</sup> Rs. 1,70,283-0-19-3, he had paid the profits to the Collectorate which belonged to Kumar Harinath amounting to S<sup>a</sup> Rs. 21,204-10 leaving a balance of S<sup>a</sup> Rs. 89,078-6-19-2 (Brajananda's figures were wrong as the balance should be S<sup>a</sup> Rs. 1,49,078-6-19-3) for which his properties had been attached. He disputed a figure of S<sup>a</sup> Rs. 70,904-10 stating that this amount was spent with the knowledge of the minor for settling disputes respecting boundaries. He also disputed another sum of S<sup>a</sup> Rs. 4,362 which he claimed to have been spent on 'Dawk Harkaras' (postal peons) at the instance of the Collectors of Rungpor and Murshidabad, similar sums had been spent every year, which received the sanction of the Court. Brajananda also claimed to have paid the Patwaries of Rungpur, on account S<sup>a</sup> Rs. 73,812, which he expected should be refunded to him by Harinath. His request was to allow him the above remissions and to release his property from attachment. The Board of Revenue did not entertain the claims made by Brajananda but at the same time urged the Collector to get both Brajananda and Harinath together and to prevail upon them to come to some amicable adjustment for the gradual liquidation of the remaining balance. The Board categorically stated that if he failed in his endeavours, he was authorised to proceed to sell Brajananda Roy's properties on the 27 July. On 30 August Lind informed the Board of Revenue that 'Koer Hurrynauth would not enter into any amicable arrangement with the late farmer for the gradual liquidation of balances'. After some recent payments Brajananda's balance stood at S<sup>a</sup> Rs. 85,579-3-17.<sup>130</sup>

On 5 September 1820 corresponding to Bhadra, 1227 Harinath officially attained majority. He immediately requested Lind that the amount of his property lately under the charge of the Court of Wards, may be paid to him from the Treasury, either in cash or Company's papers as would be suitable to the convenience of the Board. In response

<sup>130</sup>Bengal Board of Revenue Proceedings, Range 78, Vol. 52, of 11 July 1820, Nos. 19 and 20; of 5 September 1820, No. 25.

of which the Board transmitted 60 Government Promissory Notes amounting to sicca Rupees six hundred thousand being a portion of the deposit lodged with them. On 29 September Lind sent back the receipt granted by Harinath. The Accountant-General presented the most interesting accounts of his minority which are quoted below.

*The accounts submitted by the Accountant-General*

1812 October	— Obtained from the general Treasury S <sup>a</sup>					Rs. 4,18,950-15-3
	Additions during the year by interest and premium					21,093-1-10
						<hr/> 4,40,044-1-1
1813	Additions during the year by interest premium and treasury remittance					1,96,217-6-10
						<hr/> 6,36,261-7-11
1814	Do.	Do.	Do.	Do.	Do.	1,87,760-0-2
						<hr/> 8,24,021-8-1
1815	Do.	Do.	Do.	Do.	Do.	1,32,569-7-2
						<hr/> 9,56,590-15-3
1816	Do.	Do.	Do.	Do.	Do.	1,78,777-6-4
						<hr/> 11,35,368-5-7
1817	Do.	Do.	Do.	Do.	Do.	71,237-3-?
						<hr/> 12,06,605-8-9
1818	Do.	Do.	Do.	Do.	Do.	2,72,509-6-6
						<hr/> 14,79,114-15-3
1819	Do.	Do.	Do.	Do.	Do.	1,15,803-0-4
						<hr/> 15,94,917-15-7
1820—30 June	Do.	Do.	Do.	Do.	Do.	48,296-0-0
						<hr/> S <sup>a</sup> Rs. 16,43,213-15-7

Harinath was given S<sup>a</sup> Rs. 6,00,000 as requested by him, the rest was held by the Board because of the Supreme Court injunction. On 2 October 1820, the Accountant-General informed the Court that as the Supreme Court injunction had been superseded, there was no reservation for payment of the balance to Harinath which amounted to a further sum of S<sup>a</sup> Rs. 10,25,345-14-1 in 34 Promissory Notes. They also informed that the sum of S<sup>a</sup> Rs. 17,913 had been lost because of the premature selling of the Promissory Notes worth 6 lakhs sicca Rupees. The money in Promissory Notes was handed over to Harinath, the receipt of which was forwarded by Lind on 3 October 1820.<sup>181</sup>

<sup>181</sup>Ibid., of 19 September 1820 Nos. 21, 22, 23, 24 and 25; of 13 October 1820 Nos. 27 and 28.

Lind however was having difficulty in preparing the Court of Wards accounts of 1226 B.S. Brajananda was not cooperating at all, alleging that all papers of the accounts and the *Mohrurs* were under the absolute control of Harinath. After making further enquiries the Collector informed the Court of Wards that the papers were indeed with Harinath who refused to part with them as Brajananda wanted to take them away to his residence. In the meantime Lind got hold of the securities of Brajanand, Raja Odwant Sing and Jankceram Sing, proposing to sell their securities. This yielded some result and Byjnauth Pundit paid Rs. 52,673-3-16-1. The Board of Revenue was not satisfied with this partial payment and reprimanded the Collector for not putting to sale the properties of the securities. Lind therefore immediately made arrangements for the sale so as to recover the balance outstanding amounting to S<sup>a</sup> Rs. 40,915-6-6-3. Accordingly Hooda Girdallypore (Giridharipur) was exposed for sale on 11 January 1821. In the meantime Harinath took over the responsibility to prepare the accounts of 1226 B.S. for submission to the Court of Wards.<sup>132</sup>

Thus Harinath attained majority amidst a sea of troubles. He had his properties, quite a considerable amount of money, a young wife and a group of devoted servants as the only weapons to surmount the machinations of the members of the family whose greed and cowardice, made them dangerous elements to encounter at close quarters, who would stop at nothing until they could lay their hands on a part of the riches. This also left him without any organisation, that had been active so long in managing the estates and he was left on his own to manage an estate the total annual income of which was already considerably higher than the sum left by his father at the time of his death. Thanks to the well organised administration of the Court of Wards, it was now one of the largest Zemindaries in Bengal.

<sup>132</sup>Ibid., of 3 October 1820 Nos. 28 and 29; of 27 October 1820 No. 26, of 10 November 1820 Nos. 26 and 27; of 14 November 1820 Nos 10 and 11; of 24 November 1820, Nos. 9, 10, 11.

## CHAPTER II

### THE BOOKS OF ACCOUNTS AND THE MUNIMENTS OF THE MINOR

The books of accounts during Harinath's minority demonstrate fully the lack of security felt by the minor in his own household. In an absolute contrast to the consideration shown by the Court of Wards of the Company in managing the estates, the personal books of accounts reveal a sorry picture of greed and cowardice of the guardians and several members of the family. As soon as Maharaja Lokenath was dead, the expenses of the minor began to increase. The Collector of Murshidabad, who was also the official representative of the Court of Wards, kept the expenses of the Sradh ceremony limited to Rs. 25,439-2-0, but there was no control over the miscellaneous expenditures which were incurred indiscriminately till the Court made it absolutely obligatory for the guardian to submit regularly the annual accounts of the minor.

There are nine books of accounts available of 1211 (1804-05), 1212 (1805 Part I), 1212 (1806 Part II), 1214 (1807-08), 1219 (1812-13), 1220 (1813-14), 1221 (1814-15), 1225, Aswin to Magh (1818-19) and 1225-26 (1820-21, June to June). The Ledger and the Cash Book of 1227 B.S. will not be taken up for discussion in this Chapter, because though a minor, Harinath assumed the charge of his Estates from Baisakh, 1227. The account of the year will be discussed later in chapter four.

The account books of 1804-05 (1211 B.S.) and 1805-06 (1212 B.S.) show the indiscriminate expenditure incurred in the name of religious functions and ceremonies undertaken for the welfare of the minor. In fact this was an area where the Ranis could not intervene either. Fullest advantage was taken of the ignorance and superstition of the women. The Guru's family received regular payments. Large sums were paid in the names of Nrisinghananda Thakur, Paramananda Thakur and Prityananda Thakur. Sambhunath Bachaspati received Rs. 1250 on 31 Sravan (15th August, 1804), the Samajbati expenses were increased to Rs. 5 daily. On the Dasahara day a huge boat-party was held at the cost of the minor who was then scarcely two years old and as such not able to join the party or enjoy the singing, dancing, fireworks or the feasting that went on there. The salaries of all the servants were increased with the

obvious intention of keeping them under the obligation of the Guardians. The salary of one of the guardians (Radhamohan Ghosh) shot up to Rs. 262 per month from Rs. 15. All expenses were at the cost of the minor, whether it was the marriage ceremonies of the cousins or the expenses incurred at the birth of their children or their first rice ceremonies or the funeral expenses of close and distant relations, employees and servants. Even when the son of one of the guardians Krisna Nath Roy, got married, the minor not only had to lend his elephants, horses and carriages for the procession but also had to bear the expenses. A small incident may be related to explain how the funds were misused. A book was published called the Gangabhaktitarangini\*, a devotional eulogy to divine mother Ganga which is also the main river in northern India and may also be called the stream of ancient urbanisation. Suddenly everybody felt that each one of them should have a copy of the book. Several copies were bought and distributed at the cost of the minor. The accounts abound with such cases of merciless exploitation. Even the minor's birthday celebrations on the 5th September, 1805 was made an occasion for indiscriminate spending.<sup>1</sup>

Other ways of depriving the minor was also adopted. From 1805 onwards keeping intervening pages of the account book blank became a custom. It is not possible to detect at this distant date whether they were later used for false expenses. The account book of 1212 (1805-06) are in two parts. The first, instead of starting on the 1 Baisakh, starts on the 1 May which is 20 Baisakh. Indeed the position of prestige is given to the English date which is written on the top. The first part ends on 31 December.<sup>2</sup> The second part starts on 1 January 1806 and continues upto 30 April which is 19 Baisakh of 1213.<sup>3</sup> This was perhaps done to keep in tune with the Court of Wards.

The cash books are most interesting records of the glaring insincerity of the guardians and the cousins. Even for bathing in the Ganges Rs. 18-8-10 (15 May) was spent in the name of the Harinath and Rs. 14-0-0 (18 May) in that of his mother. The mother bought paper-toys worth Rs. 1-4-0 for her child, but when Banhshidharbabu bought toys

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\*Gangabhaktitarangini was written by Durgaprosad Mukhopadhyaya of Ula in Nadia. It consists of 204 pages and was quite popular even in 1231 (1824-25)-Sambad Patrey Sekaler Katha Vol. I, p. 459.

<sup>1</sup>Account Book of 1211 (1804-1805)

<sup>2</sup>Do. of 1212 (1805) Part I

<sup>3</sup>Do. of 1212 (1806) Part II

for his son, the cost was Rs. 22. An iron cage for keeping birds cost Rs. 7. Other expenses give an insight to the tension that prevailed in the house. The Pathan Muslim bodyguards were still the staunch supporters of the minor and the Ranis. Attempt was made to win them away by getting Gujarat elachis (cardamom) specially for them. While the Ranis sent letters to the Begum at the Nawab Palace (15 May) the cousins sent Dalis (presents) to old Debi Singh and one of his sons Odwant Singh (29 April). Presents were regularly sent to the Collector and other European officials. In May, mangoes and fishes cost only a trifle but in June a *dali* of 500 mangoes cost Rs. 26 (16 June). On special occasions the *dali* to a *shaheb* consisted of white sugar, brown sugar from molasses, sweets of three kinds known as Manda, methai and barfi, *mewas* like almond, pistachio and sweet sultanas and fruits like banana, custard apple and anaras (pineapple) accompanied by the usual *nazar* (5 Sept) came to Rs. 184-3-10. Umbrellas were the latest fad, so everybody in the house got a 'Ingreji Chhata' which cost twelve annas each. Candles were also introduced into the house and a bulk of 22 seers of candles cost Rs. 33-8-0 (21 Aug). Bangshidharbabu went on drawing large sums of money rather unceremoniously (Rs. 46 on 8 July, Rs. 134 on 10 July) and then a heavy Durbar expense amounting to Rs. 398 was taken out on 23 January 1806. Travelling was still by palanquin which were different in variety for the males and the females. Bara Rani went to Srikhanda to meet the Guru on 21 June, coming back on 8 July, the trip cost Rs. 479-12-10. Ramnarayan Kabiraj was now permanently employed at Rs. 13 per month. The annual Ekoddista (Sradh) ceremony of Anangamanjari, the wife of Kantababu was performed on 16 June (4 Ashar).

The cash book of 1214 (1807-1808)<sup>4</sup> followed the same pattern of the previous one. It started on 1 May 1807 or 20 Baisakh and ended on 30 April 1808, or 19 Baisakh 1215 B.S. An obvious attempt was being made to follow the English calendar without jeopardising the Bengali year. This cash book refers to the zemindary collection but its condition is brittle having been damaged by whiteants first and water percolation next. There is every sign that this is the rough cash book from which the final cash account was prepared for submission to the Collector. It is found that the collection was made daily in cash and it was held in hand from which payments were made. This gave great opportunities for misusing

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<sup>4</sup>Account books of 1214 (1807-1808)



and misappropriating the minor's funds. This was done in quite a novel way, certainly new at the time though much in use in this century. Regular sums of money were allotted in the names of the different persons almost daily, as if the money was being advanced for expenses. Accounts of the expenses were never returned or adjusted. To an inexperienced person these amounts would be considered to be a part of the daily expenses of the household and therefore was never looked into in detail. A table will show how this was done and how the money was gradually increased.

	May	August	November	March
1. Brajanandababu	Rs. 37-0-0	Rs. 52-0-0	Rs. 89-0-0	Rs. 95-0-0
2. Gokul Ghosh	„ 27-0-0	„ 27-0-0	„ 127-0-0	„ 127-0-0
3. Balaram Mukhujja	„ 27-8-0	„ 27-8-0	„ 37-8-0	„ Nil
4. Ram Sen	„ 22-12-0	„ 22-12-0	Nil	Nil
5. Raja Bahadur Singh	„ 100-0-0	„ 100-0-0	„ Nil	Nil
6. Rajmohan De(later Roy),	„ 26-0-0	„ 26-0-0	„ 148-0-0	„ 148-0-0
7. Udaynarayan	„ 2-0-0	„ 2-0-0	Nil	Nil
8. Ramlochan Chatterii	Nil	Nil	„ 120-0-0	Nil

The other method of misusing the minor's funds was by allotting large sums of money to the different departments established by the Managers. These various departments were then supposed to have spent the cash through separate cash books. As every thing was dealt with ready money it became impossible to check them if entered in the cash books. There were overwritings as well. To give an idea of the heavy amount of cash that was kept in hand, the sum of several days may be mentioned. On 12 July 1807 or 29 Ashar 1214, the total cash amounted to Rs. 53,135, on 7 November 1807 or 23 Agrahayan 1214, the cash was Rs. 42,399-8-11, on 7 April 1808 or 27 Chaitra 1214 the cash was Rs. 30,323-4-11 and on the last date 30 April 1808 or 19 Baisakh 1215 it was Rs. 48,588-14-0.

The quality of paper and ink of this cash book are definitely much inferior to the previous ones. Lack of supervision can be discerned in the dirty and haphazard way of writing, the lack of a strict master is evident in the cash book itself. The handwriting is particularly horrible giving the impression that the writer was always in a great hurry to finish his job any way and therefore never had time to fully write the full item of income or expenditure. For instance, 'Baharbund Rs. 12994' in the jumma side on 28 April can only refer to the net collection from the Pargana and the several other figures that have been added and deducted will probably mean the payment of collection charges and the *batta* for the transfer of

money. This may also lead to the conclusion that the old system of collection was still prevalent which was that the money collected in Baharbund would be paid to a merchant there who would give a *hundi* showing how much money would be paid by either his firm or by a brother merchant in Murshidabad, after deducting a small amount as handling charges or *batta*. The day, money arrived from Baharbund there was a spate of expenses, like the predatory vultures crowding the sky at the sight of an unknown carcass on the open field.

The way of keeping the cash can be found in this cash book. Let us take for example the cash of 14 May, there were Rs. 11,000 in Mohurs, Rs. 2784-10-0 in the big safe, Rs. 1768-8-0 in the medium safe and Rs. 828-4-0 in the outside safe totalling to Rs. 16,481-6-0. The two important transactions in the cash book relate to the payment of the decree of Mr. Henschman amounting to Rs. 60,824-8-15½ paid on 26 July (12 Sraban) and Rs. 653-0-0 paid on 11 September. Thomas Brown, the Resident paid back the loan he had taken from the father of Harinath. As soon as the instalments found place in the *jumma*, almost immediately they were spent. One entry even showed expenses made in the name of the 5 years old minor to the tune of Rs. 250. The Revenue payments are the heavy expenditures, Mr. Dunkin, the lawyer was paid Rs. 2835 on 23 December and Ramhari Bose the favourite of the Collector was paid Rs. 3200 on 3 January.

It will be soon evident that as the minor grew the accounts became more and more obscure. Particularly the personal or the household account which was termed as the Khajnakhana account suffered most. The Khajnakhana ledger of 1219 B.S. (1812-13)<sup>5</sup> is extremely ill kept beginning on 1 May and ending on 30 April, as was done in previous years. There is no index or clear description of the items. Almost every item is 'Gu kho' or *Gujrane Khod* or 'spent by the master himself' in this case meaning the eight years old minor. It is however not very difficult to see why the guardian Brajananda adopted this method. The account book of 1220 (1813-14)<sup>6</sup> is slightly more explicit though it is in reality an account of the household expenses only with the details of salaries and other payments neatly eliminated. The expenses of various departments are on the increase. The expenses to *Daftarkhana* (department of office

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<sup>5</sup>Account Book of 1219 (1812-13)

<sup>6</sup>Do of 1220 (1813-14).

equipments), *Chiriakhana* (bird house), *Astabalkhana* (stable) *Gowkhana* (cow house), *Imaratkhana* (building department), *Farashkhana* (department of beds and beddings etc.), *Bhandarkhana* (store of food and cooking materials), *Bagichas* (gardens), and *Tambulkhana* (department of supplying betel leaf and tobacco) are found in these accounts. The last named department had a heavy expenditure. The kitchens were also divided. Apart from the deity who was always presented with uncooked food, there were four kitchens in existence. The *Khas Rasoi* or the main kitchen catered to the family members starting with Brajananda, Shyamcharan, Ramcharan, Bangshidhar, Nabakishore, Gourhari, Chaitanya and Rajmohan. It is not easy to know the relation of some of them with Harinath. At least the first five and the last are known relatives. The *Mota Rasoi* or ordinary kitchen was meant for the rest of the household. The Samajbati kitchen which catered to stray Baisnabas became a regular feature in the account book. The guardian had introduced fish into the house and all the above three kitchens catered fish every day except for special religious occasions and the *Navaratri* preceding the *Dashahara* right upto *Kojagari* full moon day. There was another kitchen which was fully vegetarian, which was simply called 'the Ranis' kitchen'. It is not known where young Harinath took his meals, but as the stake on his life was too high, it is expected that in all probability he took his meal with his mother.

All expenses went up. Shyamcharan and Ramcharan spent as if the money belonged to them. The lighting system was being changed gradually. The 'Mashals' (lighted torches) of the older days were being replaced by 'cheragbatis' (oil lamps). The old Mayurpankhi was repaired for the Dashahara boat party. Nabakishorebabu bought some grapes on 14 November 1813 at a fabulous price.

The ledger of 1221 (1814-15)<sup>7</sup> seems to have been started as a ledger for zemindary collections. The different areas have been allotted a page each and after a gap of few pages the heading for 'Revenue payment' has been entered. The accounts are incomplete. In a most haphazard way entries have been made for the first six months only. Even then the total of various collections are over a lakh of rupees. More than three quarters of the ledger is blank, then the last few pages show money advanced to different persons. The most interesting entry however is under 'Bilati

<sup>7</sup>Account Book of Harinath. The ledger of 1221 (1814-15).

Amdani', which may be translated as foreign imports. Only the sums are entered without any details so it is impossible to know what were the items bought under this head. The figures are pretty high and have been discontinued suddenly after the month of Aswin. The total comes to about Rs. 70,800.

The names of the 45 mahals and areas are the only useful informations in this ledger.

- |   |                                   |
|---|-----------------------------------|
| 1. Taraf Bhudhar                              | 22. Mahal Janakbarakhandi         |
| 2. Mouzas Andiran and<br>Jalkar Dumridaha     | 23. Taraf Barmanpur               |
| 3. Taraf Budheri                              | 24. Taraf Mahanandapur            |
| 4. Taraf Katlamari                            | 25. Taraf Dhanigram and others    |
| 5. Taraf Khayra and others                    | 26. Dihi Brajapur Bhagsundar      |
| 6. Taraf Purandarpur and Taraf Gopalpur       | 27. Dihi Kamarbagh and Gocha      |
| 7. Hooda Raghunathpur and<br>Taraf Joyrampore | 28. Kismut Pargana Chandralay     |
| 8. Pargana Kantanagar                         | 29. Dihi Boalia                   |
| 9. Taraf Pargopjan                            | 30. Mouza Swargapur               |
| 10. Kismut Sydabad                            | 31. Taraf Raghunathpur and others |
| 11. Jote Poppa                                | 32. Pargana Dash-hazari           |
| 12. Mouza Khidirpur                           | 33. Kismut Jabagram               |
| 13. Taraf Muhammudpur<br>Gadadharpara         | 34. Taraf Jalanpur                |
| 14. Kismut Bipraghata                         | 35. Taraf Habaspur                |
| 15. Ramkrishnabati                            | 36. Taraf Hajipur Nabatbati       |
| 16. Kismut Kulberia                           | 37. Taraf Balliapur               |
| 17. Taraf Bhabanandapur                       | 38. Taraf Maherpur                |
| 18. Taraf Janmohammadpur                      | 39. Maluikuthi (?)                |
| 19. Taraf Jobisha                             | 40. Taraf Dhanaipur               |
| 20. Mouza Bhatpara                            | 41. Mahal Mirankhas               |
| 21. Taraf Purbaghari and others               | 42. Mahal Khari Jamaren           |
|   | 43. Taraf Sibpore                 |
|   | 44. Pargana Plassey               |
|   | 45. Pargana Baharbund             |

Between the years 1221 (1814-15) and 1225 (1818-19) things started to change. Harinath grew up quickly putting himself at the helm of the affairs which is reflected in the books of accounts. In 1814 at the age of twelve he was still a boy dependent on others, but in 1818 at the age of sixteen he was fully in control of the accounts which immediately became regular, straightforward and economical. The first book of accounts of 1225\* is called the 'marriage accounts'. It starts on 27 Aswin when the Court of Wards through the Collector of Murshidabad advanced

\*Account book of Harinath of 1225 (1818-1819)

Rs. 30,000 to Harinath to make preparations for his marriage. Various sums of money were advanced to different persons and their accounts were adjusted later. This book closes on 30 Magh or 16 February 1819 having spent Rs. 23,199-10-10 and holding the balance of six thousand and odd rupees in hand. To start the account Harinath himself paid Rs. 101 in the name of Ganeshti, the deity of success. This pattern he would follow in other years also. The value of goods were quite low, the ceremonial saris cost only Rs. 525 which included such exotic creations like the *baluchari*, *butedar*, *Reshmi Chhapa*, *Matkagazi* etc. The interesting thing to note here is that he limited himself to the products of Murshidabad only. Harinath was married on 16 Falgoon (1 March, 1819) about which a full description will be given in Chapter IV.

In the household accounts of 1225 (1818-19)<sup>9</sup> the controlling hand of Harinath is fully revealed. Gone were the days when a huge amount would be daily spent. Now he fixed the expenditures to a reasonable amount. In the *Khas Rasoi* or owner's kitchen the expenditure on an average remained daily around Rs. 4, while the expenses in the *Mota Rasoi* or common kitchen averaged to Rs. 3. daily. In both the places as well as in Samajbati which was now termed as 'Iswarbasa' or God's house, he allowed fish to be regularly served, but brought the daily food expenses down to Rs. 2-8-0 on an average, allowing it of course to go up on special occasions as in the *Khas Rasoi* and *Mota Rasoi*. Other than these he allowed on an average Re. 1 to be daily spent on *Thakurbari* or *Iswarbati* calling it *Iswar Deva's* expenses. On an average Re. 1 only was now allowed to be spent on *Tambulkhana* which provided 1000 to 4000 pans (betel leaves) daily. He did not disturb the special provision of fish to Brajananda's servants, but gradually merged it with *Mota Rasoi* where presumably all the servants had their food. There was a *Kuttakhana* or kitchen for dogs, where he allowed from time to time meat to be served. For serving food to his guinea-pigs and the bird house (*chiriakhana*) special arrangements were made.

Shyamcharanbabu, the cousin, did not like all these limitations and from 20 July suddenly adopted the habit of drinking tea which cost twelve annas daily. Brajananda saw there an opening to create disturbance also. His tea on 7 September cost Rs. 2-8-0, then the expenses for tea disappear, could be because of Harinath's displeasure. Harinath however continued

<sup>9</sup>Account book of Harinath of 1225 (1818-1819)

to have his strictly vegetarian meals with his mother, which was totally taken out of the books of accounts, except when large quantities were sent up to the Ranis according to their requisition.

Close examination of the accounts reveal an interesting picture of what was consumed at the different kitchens. In the *Khas Rasoi* the daily average was about 10 seers of vegetables and Re. 1 worth of fish, in *Mola Rasoi* about 9 seers of vegetables and twelve annas worth of fish and in the *Samajbati* 6 seers of vegetables and eight annas worth of fish. The major vegetables consumed were *patol* and *kachu* (a root, sort of arum) which was supplemented by *Padma kachu* (a variety of the root) in the summer months and *bartaku* (the brinjal, egg fruit or obergine) and *kancha kala* (green bananas) in the winter. The absence of any kind potato is astonishing. On special occasions there was *tabai kachu*, lemon and lime, cucumber which was used as a vegetable, *karela* (the Indian sarsa), *kankroll* (a cucurbitaceous plant and fruit), *kumra* (pumpkin-gourd) and sugar-cane (used as a vegetable). The vegetables produced locally were only supplied. Ginger and spices were used in cooking, flattened rice (*cheera*) was given to those who wanted to have a different kind of meal with curd and mollases. Four varieties of fish have been mentioned, *Rohit* (a large variety of carp), *Jal* (small shrimps) *Banspata* (small fish) and *Pona* (another variety of carp). Three kinds of fruits are only found which are banana, custard-apple and melon.

The sketchy books of accounts of Harinath's minority were suddenly checked when Harinath came to wield power. Understandably the minor was thoroughly disgusted by the behaviour of his relations, officers and guardians. His eagerness to take up the management of his properties can therefore be explained as the most normal reaction under the circumstances, which drove his cousins in desperation to file a suit in the Supreme Court.

Having looked into the books of accounts, it is now time to examine the acquisition of properties. The first property was acquired in October 1809 when the minor was only seven years old. The behaviour of his successive Managers made him suspicious and over cautious in his dealings in the future.

Properties that were bought during the minority were either the security for a loan or properties adjacent to the other properties in

Murshidabad. That is why from 1211 to 1226 (1804 to 1819) all the seven properties bought were in this district only. The first property thus acquired was the security of a loan of Rs. 40, granted to Bejoy Krisna Sarma for his five bighas of Bramhattor land. He made a sale deed in favour of Brajanandababu, declaring that if he was incapable of paying the money back within a year with 12% interest, the creditor will have the right to register the deed. The area was in Banamalipur in Pargana Fatesingh. The date of the deed is 9 Kartick 1216 (October, 1809).<sup>10</sup> The second property came in the same way on 25 Baisakh 1220 (May, 1813). It was the land and garden of Ramprasad Sarma who sold them for Rs. 71 in favour of Baidyanath Roy Chowdhury. The area was in Biharia in Pargana Kulberia.<sup>11</sup>

The first property acquired by Harinath in his own name is dated 17 Bhadra 1222 (September 1815). This was 4 Bighas and 12 Kattas of Lakheraj land in Kasimnagar, Pargana Chunakhali which was sold for Rs. 63 by Ramprosad Chattopadhyaya.<sup>12</sup> The other properties were bought on 8 Magh 1222 (January 1816). Both were Lakheraj (tax free) lands of six Bighas each which were sold by separate deeds by Barakatulla and Meer Fayjulla for the uniform price of Rs. 227 each.<sup>13</sup> Both the deeds have been recorded in stamp paper of eight annas each. The Gujrati merchants were leaving Cossimbazar. Hargovind Das son of the late Narayandas Babu, sold his house to Kunjabehari Chottopadhyay for Rs. 1941 on 2 Jaistha 1223 (May 1816) in Pargana Chunakhali, Taraf Kasimnagar.<sup>14</sup> He signs the deed in Gujrati.

Harinath came back with the next deed, which was 6 Bighas and 12 Kattas of Brahmottar land in chak Brindabanpur, Pargana Kantanagar; this was sold to him by Gurudas Debasarma for Rs. 25 on 5 Magh 1224 (February 1818). On 27 Chaitra 1224 (April 1818) 62 trees in a land of 2 bighas 7 kattas were bought from Rajiblochan Mukhopadhyaya in Dadkhali within Jamalpur in Pargana Plassey for Rs. 140.<sup>15</sup>

The deed dated 15 October 1818 or 30 Aswin 1225 is indeed confusing. Primarily it is a patta of a little over 34 bighas of land in Taraf

<sup>10</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. H1/M281

<sup>11</sup>Ibid., Sl. H2/M11.

<sup>12</sup>Ibid., Sl. H3/M42.

<sup>13</sup>Ibid., Sl. H4 & 5/M46 & 15.

<sup>14</sup>Ibid., Sl. H6/M249.

<sup>15</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. H7/M5 and H8/M4.

Hatinagar which was settled for Rs. 24-12-0 only per annum by Maulavi Golam Khan on Henry Thomas Travers. Travers transferred the lands on 28 July 1829 with his signature behind the deed which was registered on 12 November 1830. He solemnly affirmed the fact again on 16 November 1831. John Savage wrote underneath his signature 'I hereby certify that the house erected on the ground for which this pattah is granted, was purchased from Mr. Henry Thomas Travers on the 8 October 1828 and again disposed of by me to Rajah Gungadhur as per Kabooleut of this date. I therefore transfer this Pattah to the afore mentioned Rajah Gungadhur.'—signed 'John Savage, 1st January 1831'.<sup>16</sup> All this has been written on the backside of the original patta, which raises the question, whether these were clandestine transfers of the property. It is impossible to deduce how the paper landed into Harinath's possession. Probably Harinath became the ultimate owner of the Hatinagar house.

Quite early in the life of Harinath, in 1809 to be precise, when he was a young boy of only seven summers, Ramhari Bose, the aspirant for the office of the Manager of his estates, drew up the complete accounts and submitted them to the Court of Wards, revealing that the total annual income of the minor's estates came to Rs. 16,64,560 and the total expenditure including the household expenses and all other establishments came to Rs. 13,21,766 per annum. Of this amount the total revenue of the Government amounted to only Rs. 2,45,000.<sup>17</sup> This report was only an invitation to plunder the minor's estates. If the greed and avarice of the cousins were raised, it also made Harinath alert to what was happening. The consciousness about the ownership of so large a fortune, turned him into manhood, much before the formal time. In 1814 however Brajananda farmed the estates on an annual Jumma of S<sup>a</sup> Rs. 4,13,647. The twelve years old Harinath could not but view this action with suspicion, which led to Brajananda's losing complete control over his ward.

Perhaps the largest property acquired by Harinath was in Nadia. On 13 Aswin 1224 (September 1817) Pargana Ukhra belonging to Maharaja Girish Chandra Roy of Nadia was bought in Revenue sale for Rs. 3,55,000. It consisted of 271 mouzas, having an annual revenue of Rs. 29,062-11-3.<sup>18</sup> Another property was bought in Pargana Plassey,

<sup>16</sup>Ibid., Sl. H8A/M327

<sup>17</sup>IOR Bengal Consult, Wards, Prog. of 28 August 1809 No. 3A.

<sup>18</sup>Cossimbazar Raj Records, Nadia Properties M161/Sl. 17 (document missing)



mouza Jamalpur in the village Kadkhali for Rs. 140 on 27 Chaitra 1224 (April 1818), which was an orchard of mango and jackfruit trees comprising of 2 bighas and 6 kattas of land.<sup>19</sup> On 22 Jaistha 1225 (June 1818) Harinath purchased a property in the district of Cuttack in Orissa near Sree Sree Jagannathdham (Puri) for Rs. 1150. The deed is in palm leaf written in Nagri.<sup>20</sup> Previously property had been purchased in the most important seat of the Baisnab religion, Brindaban, now the other Baisnab centre, Jagannathdham, was brought within the purview of the family's movement.

Harinath took good care to look after the source of his riches and power. Even as a minor he established close contact with his estates situated in different places. He constructed, as soon as he was able to do it, houses in the different parts of his estates, where he would go periodically and manage the affairs directly. Renting out of house properties augmented his resources. His experience during his minority precluded him from trusting any person with the management of his estates. It was therefore with phenomenal courage and enthusiasm that this young man having no knowledge of matters and things, set out all alone to manage his estates and to demonstrate to the posterity that he was a true descendent of Kantababu. He maintained the family habit in dress and custom. He was as clean shaven as his father and grandfather. He was dark in complexion having a wonderful pair of expressive large eyes. His lips were heavy and showed the great determination he demonstrated from time to time. He was quite tall, almost as tall as his father, but with broader shoulders and a stronger build. Looking at his oil-painting one would have the feeling that here was a man who knew what he was going to do.

Yet beneath, all this there lived the tender mind of a poet. What would he not do for the folk artists, who sang to earn their bread! He was one of the earliest patrons of the uncut facet of the diamond which later came to be known as the Bengali culture, to be followed by such stalwarts who have left their footprints on the sand of time. There is only that huge 'tanpura' which he probably used from time to time, perhaps to sing to himself.

<sup>19</sup>Ibid., M4/S1. 3

<sup>20</sup>Ibid., Cuttack Properties, M 1.

## CHAPTER III

### HIS PROPERTIES, 1820-1832

Harinath was given the charge of his properties on 1 Baisakh 1227 (April 1820) but he did not attain formal majority till 20 Bhadra (5 September) of that year. This created a problem as he was given the charge of the estates without any legal authority for which he had to wait for  $4\frac{1}{2}$  months. That Harinath was not a person who would sit idle for so long a time is revealed in his deed of purchase of 1820 which has put the year but has conveniently forgotten to mention the date. Presumably this was a deed of the period when he was officially a minor. This is corroborated by the registration date, which was 19 May, 1820. In this deed he is termed as 'Maharaja Harinath Roy, Mahashay'. He never got the title but most of the deeds had addressed him as such. Otherwise the deed is insignificant. One Ramnarain Sarma Chackrabartee sells his house in Sreepur for Rs. 175. The way the Brahmin has struggled with his signature, it seems that he was almost illiterate. The epithet Sarma Chakrabartee is also significant. The old order was changing, when the Brahmins of Bengal were satisfied to use Sarma as their common surname in public records.<sup>1</sup> The second deed is dated the 28 Pous 1227 (10 January 1821) in which Dolgovinda Sarma-Adhikari and Gurucharan Sarma-Adhikari sold their house in Sreepur to Maharaja Harinath for a consideration of Rs. 100 only.<sup>2</sup> The next deed which is of Baisakh 1228 (April, 1821) cannot be traced though the contents are known. Biswanath Roy, Nilkantha Roy, Narayani and Sarbamangala Choudhurani settled by Patta one Katha of land for Rs. 1-6-0 per annum which was originally the land of Balgobinda Dasbabu, probably another Guzrati merchant.<sup>3</sup> On 21 Jaistha 1228 (26 May 1821), Ramtanu Das sells his house and garden in Sreepur for Rs. 20 to the Maharaja.<sup>4</sup> On the same day Kamala Baisnabi sells her house and garden in Nutanbazar for Rs. 4<sup>5</sup> and Shyam Bewa sells her house in Kurmipara for the same price.<sup>6</sup> There can be little doubt that young Harinath was extending the area of his

<sup>1</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. H9/M 15.

<sup>2</sup>Ibid., Sl. H10/M 102.

<sup>3</sup>Ibid., Sl. H11/M 317

<sup>4</sup>Ibid., Sl. H12/M 14

<sup>5</sup>Ibid., Sl. H13/M 13.

<sup>6</sup>Ibid., Sl. H14/M 12.

residence in order to build a palace, which he did a few years later. The next document is insignificant in value but its contents are intriguing. One Milan Mondal had been ousted from his two-bigha land of bamboo grove, which he sells to a European Shaheb for only Rs. 2, requesting him to take possession of the land from the trespassers. Why this deed is found with Harinath is a mystery. Probably the Shaheb whose name cannot be identified, handed over the deed to Harinath for a larger sum of money allowing Harinath to take possession of the land. The date of the deed is 25 Ashar 1228 (7 July 1821). On the same date the same 'Shaheb' got hold of another bamboo grove covering the land of 1 bigha 12½ kathas from Ajmat Mondal who received Rs. 6. Both properties are in Pargana Laskarpur in taraf Srirampur. The 'Shaheb' has written in the backside, 'Purchase of 3 clumps of bamboos in my grounds', which arouses the suspicion that the trespasser was the Shaheb himself. He has also signed his name at the bottom which is indistinct.<sup>7</sup> Dhanai Sarkar sells three trees for Rs. 10 to Henry Barton on 18 Pous 1228 (31 December 1821). Barton signs on the back and writes '3 trees purchased of Chowkidar Dhonyo Sircar one before house, two to the east.' The trees were of mango and jackfruits. This is also in Srirampur.<sup>8</sup> The deed of 29 Chaitra 1228 (10 April 1822) is of the same kind except for the fact that the purchaser is Makkhanlal Mahato, who bought half share of the zemindari of Sandipur under Pargana Chunakhali from Krisnadhan Roy for Rs. 216 per annum. The deed is a Patta.<sup>9</sup> The purchaser was an inhabitant of Saidabad, a place which was under the direct influence of Harinath.

On 12 Falgoon 1229 (21 February 1823), Harinath directly buys Brahmottar and Lakheraj lands containing house and garden in a land of 2 bighas and 18 kathas from Ramprasad Sarma Chattopadhaya for the sum of Rs. 335 in Sreepur, Kasimnagar under Pargana Chunakhali. For some reason this deed was not presented for registration till 3 April 1823.<sup>10</sup> In the next deed he loses the title of 'Maharaja' and is stated plainly as Kumar Harinath Roy but gains the property rather cheaply which is 4 bighas and 2 kathas of Brahmottar land and garden from Ramgopal Bagchi for Rs. 20 only in Chak Brindabanpur at Mouza Saidabad on

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<sup>7</sup>Ibid., Sl. H15/M 287 and H16/M 286

<sup>8</sup>Ibid., Sl. H17/M 288.

<sup>9</sup>Ibid., Sl. H18/M 103

<sup>10</sup>Ibid., Sl. H19/M 239

20 Magh 1230 (February 1824). The deed was registered on 21 June 1824.<sup>11</sup>

If the numberings of the *Mahafejkhana* (Record Room) are carefully examined it will give rise to the suspicion that it was Harinath who started numbering the documents and putting them in different packets in a systematic manner. The *Mahafejkhana* was created when he was still a minor but it seems that it was fully utilised by him. Once again the orderly and organised manner of work, reveals him as the true descendent of Kantababu.

1825 saw Harinath pursuing the old family tradition of buying all properties near his house or in adjacent areas. It is also evident that the Brahmins who settled in and around Cossimbazar so long were now moving towards Calcutta or places close to it. Calcutta was no longer the evil-city to be shunned but the new light which attracted people from all over India. Harinath himself bought a second residence in the suburbs of Calcutta on the other side of the Marhatta ditch in 1824. In Murshidabad however, all the four properties bought this year by 'Maharaja' Harinath Roy were houses in Chunakhali Pargana. On 18 Magh 1231 (February 1825) Rashmoni Debi sold her house and Brahmottar lands for Rs. 300.<sup>12</sup> Digambari Debi, wife of Kunjabehari Chattopadhyaya sold her share of the house, garden and land, which was only 50 percent of the whole property, for Rs. 451, on 17 Falgoon 1231 (March 1825)<sup>13</sup>. On the same day Krisnamani Debi wife of Paramananda Bandopadhyaya sold the full share of her house and garden for Rs. 105 only.<sup>14</sup> It seems that this was the other half of the property of Kunjabehari Chattopadhyaya, which had been sold by him earlier to Paramananda Bandopadhyaya. On the same date again Narayani Debi, wife of Bansibehari Chattopadhyaya sold her house and land for Rs. 201.<sup>15</sup> All the properties acquired were in Sripur.

In 1826 five properties were bought in Murshidabad. The first was a house and Brahmattor land in Sripur, which was sold by Khudu Thakurani Debi on 23 Pous 1232 for Rs. 64.<sup>16</sup> The second was a jote in

<sup>11</sup>Ibid., Sl. H20/M 2.

<sup>12</sup>Cossimbazar Raj Records, Murshidabad Properties, Sls. H21/I and II / M235 and M 236.

<sup>13</sup>Ibid., Sls. H22/I & II/M 242 & 243.

<sup>14</sup>Ibid., Sls. H23/I II/M 290 & 292.

<sup>15</sup>Ibid., Sl. H24/M 246

<sup>16</sup>Ibid. Sl. H25/M 291

kismat Sankarpara in Chunakhali, which was bought in Revenue sale for Rs. 110 on 16 Chaitra 1232 (April 1826). The arrear revenue that had to be paid was Rs. 53 only.<sup>17</sup> The original Patta granted by the Collector is missing but a true copy which is also in Persian is available.

It became almost a passion of the zemindars to buy a large property at the beginning of the Bengali year. So on 3 Baisakh 1233 (April 1826) Harinath bought in Revenue sale from the Murshidabad Collectorate Mouza Kochgiria mahal with all its jalkar and falkar (water and fruit rights) for Rs. 3331-2-12-0.<sup>18</sup> He proceeded to buy half portion of the taluk of Gourharidas in auction sale on 8 Sravan 1233 (25 July 1826) for Rs. 1800.<sup>19</sup> The annual income of the property was Rs. 3150-10-19 and its former owner was Neelkanta Bandopadhaya. Undoubtedly the property was a worthy one. The *Istahar* recognising Harinath as the future owner of the property has been signed by the Collector of Murshidabad and has been written in Persian and Bengali languages. On 11 Sravan 1233 (22 July 1826) Ramkanta Saha sold his big house in Mahajantooli for Rs. 1000. The house has been described to be having two *chattars* ( চত্বর ) and built with iron and wood. A stamp duty of Rs. 12 had to be paid for this deed, the total value of which (excluding the stamp duty) came to Rs. 1825-6-0. The deed was registered on 23 September at 3 O'clock, the Registrar being G. J. Taylor.<sup>20</sup> On 3 Chaitra (16 March 1827) Harinath bought the other half of the taluk Gourharidas in Revenue sale for the same amount he paid for the first half, which was Rs. 1800.<sup>21</sup> Harinath was now acting as a full-fledged zemindar.

He started the next year by buying in Revenue sale the confiscated mahal that belonged to Khondekar Sadaruddin for Rs. 100 on 2 Baisakh 1234 (14 April 1827), the mahal was in Bharatpur.<sup>22</sup> On the same day he acquired from Haralalbabu and Krisnadhanbabu the patta of the house that belonged to Bholanathbabu for Rs. 28-8-0.<sup>23</sup> On 16 Magh (February 1828) he bought a garden consisting of 528 trees and situated adjacent to Hât Sripur for Rs. 1440 from Ramgopal Layak, the stamp duty was Rs. 4.

<sup>17</sup>Ibid., Sl. H26/M 412.

<sup>18</sup>Cossimbazar Raj Records, Murshidabad properties, Sl. H27/M 416.

<sup>19</sup>Ibid., Sl. H28/M 533

<sup>20</sup>Ibid., Sl. 29/I & II/M 1 & 280.

<sup>21</sup>Ibid., Sl. H30/M 413.

<sup>22</sup>Ibid., Sl. H31/M 414.

<sup>23</sup>Cossimbazar Raj Records, Murshidabad Properties Sl. H32/M 95.

Details of the trees are given.<sup>24</sup> Harinath then bought on 8 Falgoon 1234 (March 1828) the house built by Gopimohan Ghosh in Tantipara from his wife Dayamayee Dasi for Rs. 450.<sup>25</sup>

On 2 Baisakh 1235 (April 1828) Harinath acquired a patta for the jote lying on the north of the Banjetia house for Rs. 4.<sup>26</sup> The next deed is slightly different as he bought Nimai Chandra De a house from Krisnamani Dasi in Kasimnagar for Rs. 850.<sup>27</sup> Harinath himself bought a part of the house of Bhabani Charan Ghosh for Rs. 171 on 21 Agrahayan 1235 (December 1828)<sup>28</sup> but on 5 Falgoon 1235, bought another house for Rs. 171 from Ramdhon Debi and Kishori Debi for another servant of his, Jaigobinda Maitra.<sup>29</sup>

In 1236 he bought four properties. Bhabani Charan Ghosh sold the rest of his house, which he had bought from Krisnalal Das, on 19 Baisakh 1236 (May 1829).<sup>30</sup> Later the same year Bhabani Ghosh sold the trees in his land also. The house was situated in Urepara (the area of Oriyas). On 20 Baisakh 1236, Babu Sekh Dai sold his house in Sripur for Rs. 10 only.<sup>31</sup> On the same day the same person sells his Lakheraj land for Rs. 60.<sup>32</sup> The last deed of the year is dated 1 Agrahayan (November 1829) when Bhabani Ghosh sold the rest of the house and trees for Rs. 100.<sup>33</sup> Harinath was following the traditional policy.

The year 1237 (1830-31) suddenly draws a blank. Except for a cottage bought for his servant Harish Chandra Ghosh from Piyari Baisnabi for Rs. 33 on 17 Sravan<sup>34</sup>, there is not a single property bought anywhere. Probably the Raja became ill at this time and all activities stopped. Next year he recovered sufficiently to buy three properties all in his own name. On 9 Jaistha 1238 (1831-32), he bought the house which he allowed to be built by Kunjabehari Chackrabarti within the *chiriakhana* (bird house) of the Maharaja from his wife Digambari Debi on his death

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<sup>24</sup>Ibid., Sl. H33/M 284.

<sup>25</sup>Ibid., Sl. H34/M 22

<sup>26</sup>Ibid., Sl. H35/M 34.

<sup>27</sup>Ibid., Sl. H36/M 20.

<sup>28</sup>Ibid., Sl. H37/M 266.

<sup>29</sup>Ibid., Sl. H38/M 101.

<sup>30</sup>Ibid., Sl. H39/M 26.

<sup>31</sup>Ibid., Sl. H40/M 25.

<sup>32</sup>Ibid., Sl. H41/I & 11/M 23 & 24.

<sup>33</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. H 42/M 265.

<sup>34</sup>Ibid., Sl. H 43/M 96.

for Rs. 100.<sup>35</sup> Narayani Debi, wife of Ramdayal Mukhopadhaya sold to 'Maharaja Harinath' on 18 Ashar, 4 bighas, 16 kathas and 12 gondas of land for the 'seva' (worship) of Sri Sri Radhagobinda Thakur, a deity in the house of Harinath, for Rs. 282 only.<sup>36</sup> This deed describes some geographical areas from which it can be established that 'kasbipara' (the area occupied by the prostitutes) was situated along the western boundary of the Company's factory. The same year Harinath won the suit against Jagat Seth Gobind Chand. According to a decree of the Supreme Court, Calcutta, an *Amalnama* was granted to Harinath for the property in Beldanga consisting of Beldanga, Dakshinpara, Raildanga, Swarupnagar, Mouza Mahatapnagar, Anandanagar etc. which he bought in Revenue sale. He bought the properties in Sheriff's sale on 17 June 1830, but was prevented from enjoying possession as a suit was filed by the Jagat Seth. Now he got possession of the property on 13 Agrahayan 1238 (November 1831).<sup>37</sup> This was the last big triumph of Harinath in Murshidabad. The last property in the district was bought by him for a member of his Guru's family, Lalitananda Thakur who was the son of Nrisinghananda and grandson of Achchutananda. This house and land was bought from Ramprasad Sarkar for Rs. 375. Situated in Mahajantooli this brick-built house was to be the local residence (Bhadrasan) of the Guru's family. The date of the purchase is 23 Agrahayan 1238 (December 1831). But then something interesting happened. On the backside of the deed Lalitananda Thakur writes that he is selling the entire premises to Maharaja Harinath Roy Bahadur on 27 Pous 1238 (January 1832) for Rs. 375.<sup>38</sup> It is certainly not easy to find out the reason, why the Guru's family lost interest in the property. The situation is further complicated if it is known that Harinath died before the year was out (1832) at the tender age of 30 years.

While Harinath lived, the administrative unit was still the Pargana, which was reorganised by Murshid Quli Khan and though the new rulers had introduced many changes in the administrative system of the country, they had left the Pargana division in tact. This sometimes led to problems as a Pargana often spread over two or even three districts. The deed of sales dated 15 Magh 1227 or January 1821 presented such a difficulty as it was spread over Murshidabad and Burdwan. The Pargana

<sup>35</sup>Ibid., Sl. H 44/M96.

<sup>36</sup>Ibid., Sl. H 45/M36.

<sup>37</sup> Cossimbazar Raj Records, Murshidabad Properties, Sl. H46/M 110.

<sup>38</sup>Ibid., Sl. H47/M 716.

was Sherpur and the property sold was four villages known as Dhee Monaie-Kandra. The seller Pratima Sundari Debi, wife of late Paramananda Roy Chowdhury, who was the son of late Kalisankar Roy Chowdhury, writes in the deed that her husband had taken a loan Rs. 21,801 from Raja Harinath sometime ago. Now as she was not able to repay the loan she was selling the properties for Rs. 20,000. On 21 June 1821, Harinath presented a petition to the Court of Wards requesting them to transfer the villages to his name as he was now liable for the payment of the 'Sudder Jumma' of Rs. 3261-9-12. Immediately trouble started, the Court of Wards held that the mother of the minor did not have any right to sell the property. Caught in the quirk of law Pratima Sundari said that she had not signed the deed though the taking of the loan was true. When it was pointed out that the document had her seal, some of her people complained that the seal had been lost for a long time. An enquiry was instituted which proved nothing except that the deed was not registered. Harinath pointed out that it was sent to him by post and the seal of the owner was considered sufficient. Moreover the total amount of his dues at eight percent interest on the loan of Rs. 21,801 came to a much greater amount. He was however showing a favour to the lady in distress by accepting the properties at the price of Rs. 20,000. The family of the late Paramananda Roy now alleged that all the important seals were stolen from their custody. The nineteen years old Harinath was certain that foul play was afoot. He immediately filed a suit in the Fauzdary Court and after protracted litigation, his right to the property was recognised, though the incident did not endear him to the Court of Wards.<sup>39</sup>

It was the usual practice of the zemindars to concentrate on areas of ownership. This custom was followed by Harinath also. Harinathgunge in Pargana Ukhra in Nadia was acquired by patta on 23 Baisakh 1230 (May 1823). This *gunge* consisted of over 128 bighas of land for which the annual rent was Rs. 64-12-0.<sup>40</sup> In the same year on 29 Falgoon 1230 (10 February 1824) Harinath bought in Revenue sale the quarter share of Pargana Bhitarbund in Rungpore for Rs. 30,400.<sup>41</sup>

His last purchase of the year outside his own district was also the most interesting. James Forbes worked in the Calcutta Mint, rising to

<sup>39</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. H48/M 376 (January, 1821).

<sup>40</sup>Ibid., Nādia Properties, M707/Sl. 20 (May 1823).

<sup>41</sup>Ibid., Rungpore Properties, M132/Sl. 3 (February, 1824).



become its superintendent. He built himself a house on the other side of the Maharatta ditch in the outskirts of Calcutta in Dihi Panchannagram. The situation was most interesting as by crossing the ditch which was now filled up to become a road, he could come to Calcutta. James Forbes sold this house to Bartholomew and Catherine Baber for Rs. 7000 on 21 July, 1808. The Babers a few years later took money on loan from Golam Hussain Saodagar from time to time, keeping the house as security. It was claimed that they had taken Rs. 18,000 when they fled the country. Golam Hussain Saodagar preferred a suit in the Supreme Court for getting the possession of the property. On 30 June 1818, the mutation of his name was effected and he became the owner of the house, land, garden, tank, chicken-pen and all that was in the property of about 22 bighas. Golam Hussain's son Sheikh Abdullah leased out the property to Raja Harinath on 5 April, 1824 for Rs. 5 per annum. On the same day however Sheikh Abdullah executed a sale deed in favour of Raja Harinath transferring all his rights to the property for Rs. 24,000 only.<sup>42</sup> Harinath took this double measure to protect his right to the property which originally belonged to Raja Sukhamay Roy, from whom James Forbes had taken the settlement, paying an annual rental of Rs. 193 or thereabout. It was not till 14 August 1908 (30 Sravan 1315) that the grandson of Harinath purchased the rental right to enjoy a tax free overlord-less status. This house became the main dwelling house of the family in Calcutta from 1 November, 1844 and is the present residence of the biographer.

Harinath also bought two properties in Brindaban. On 25 April 1827 he bought a house, garden and land from Joyramdas<sup>43</sup> and in 1831 he bought, house and land from Mahant Ramsaranji and Ramdasji to increase the areas of his own house on the banks of the Jumna called Pulin Kunja (the bower house on the shore of the river—rather a poetic name)<sup>44</sup> Unfortunately the deeds are damaged and brittle for a closer inspection.

The purchases of property show that Harinath's mind was that of a zemindar of the Permanent Settlement, he had like them a strong religious motivation which made him acquire properties in Brindaban and Puri.

<sup>42</sup>Cossimbazar Raj Records, Calcutta, Howrah and 24-Pargana Properties, M4/SI. 3 (5 April 1824), .

<sup>43</sup>Cossimbazar Raj Records, Brindaban Properties, SI. No. 3 (25 April, 1827).

<sup>44</sup>Ibid., SI. No. 2 (1831 ?).

To draw a balance sheet of his properties it will be found that Harinath chose his properties wisely. His acquisitions by Revenue sale were particularly important, which considerably enhanced the income of his Estate. There can be little doubt about the fact that his zemindari income yielded him a minimum net profit of 15 to 20 percent. This was the reason for transferring the eight percent interest yielding Company Bonds to zemindari properties. Though properties were acquired from 1216 (October 1809), it was not before 1222 (September 1815) that properties were acquired in his name. Significantly this was his thirteenth birthday by the moon (Janmatithi). As soon as Harinath attained majority he saw that the suffix 'Maharaja' was put before his name in every deed and Revenue sale *sanads* though the Government officially did not grant the title. Notwithstanding the refusal Harinath continued to use the title in almost all his deeds of purchase. Even after the title of 'Raja Bahadur' was conferred on him officially on 14 September 1824,<sup>45</sup> he continued to use the suffix of his father calling himself 'Maharaja Harinath' till his death.

In the period of 30 years Harinath acquired 49 properties in Murshidabad, 3 properties in Nadia and one property each in Calcutta and Rungpur. Incidentally the suit with Jagadamba Debi was resolved, which gave him undisputed right over several properties in Calcutta. He acquired two properties in Brindabani in U.P. and opened new ground by purchasing a property in Puri, Orissa. His total acquisitions apart from those he gained through litigation came to 57, which can be divided as 12 gained during his minority and 45 when he became major.

The acquisition by Revenue sale enhanced his zemindari income. The settlement of new areas in his existing estates, because of the prosperous situation of the country and good administration of the Company, helped him to increase his income. At the time of his death the annual income stood at about 18 lakhs of Rupees per annum. which can be broadly divided into Zemindary income of Rs. 11.25 lakhs and other incomes like investment, house property rental and interest from loans came to Rs. 6.75 lakhs.

<sup>45</sup>Murshidabad Nizamat Records Part I, 1802-1831, Letters Issued, of 14 September 1824, P. 346, and Cossimbazar Raj Records : Titles and honours.

## CHAPTER IV

### RAJA HARINATH ROY BAHADUR.

The routing of the Marhattas and the capture of Orissa in the first decade of the nineteenth century (1804) and bringing it under the Company's administration did not particularly endear the East India Company to the people of Bengal.\* With the second decade of the new century there was a lack of communication between the rulers and the ruled. The Government day by day became more formal in its dealings. The Board of Revenue ruthlessly followed the policy of realisation of rents in time, any failure saw the arrears being realised by Revenue sale. The sunset law became a dreaded black act which was the cause of ruin of many old aristocrat families and ancient zemindar houses. Quite a few however retained their status, though they lost a very large portion of their properties. The Maharajas of Nadia, Nator and Dinajpur all suffered, losing a great amount of their properties, being relegated to second rate zemindaries. The Company was eager to keep its distinctive character. Clubs and associations were created where the Indians were not allowed entrance. In June 1825 an official order was issued and sent to all the Collectors, that Company servants were debarred from wearing local clothes. Anybody contravening the order should be immediately reported to the authorities. As the Europeans became interested in manufacturing activities, the natives' interest in this region was not favoured. They had to be content for the time being at least, with being traders and shopkeepers.

Harinath's activities as a minor was not confined to the records of the Court of Wards only, but were known to the general public also. He hit the headlines of the vernacular newspapers, which were now coming out

\*The Naik revolt, the Khurda blunder, the mis-management and confusion in the management of the Jagannath Temple did not endear the Company to the Hindus. See: N. R. Ray, Ed. *Western Colonial Policy*, Vol I (1981), Dr Krusna chandra Jena, *Short-term Settlement in Orissa*, p. 42-48;

And Prabhat Mukherji, *History of Jagannath Temple in the 19th Century* (1977), p. 17-94, 95-137.

Also: The oppression of the Indigo planters supported by J. H. Harrington's *Minute and Draft Regulations on the Rights of the Ryots of Bengal*, Calcutta, pp. 1-23, 46-60; And passages as, 'In truth the Hindu like the Eunuch excels in the qualities of a slave,' in *James Mill's History of British India* (1818), for reference see Vol II, p. 365 (new edition, New York, 1968 with Introduction by J. K. Galbraith).

regularly, with the news of his first marriage on 27 March 1819. From then on until his death on 27 November 1832, he was regularly mentioned. Even his temporary residence at the newly purchased 'Kabardanga House' in Dihi Panchannagram became an item of news on 4 February 1826. With his youthful defiance of the all powerful authorities; with his patronage of the Bengali culture, through the promotion and protection of the community of *Kabials* and the *Dhulis* (drummer); with his generous donations towards the cause of education and learning; and with his show of pomp and grandeur, he could not but catch the imagination of the citizens of Calcutta. He was however considered by a large section of the enlightened people to be one of the future leaders. His friendship and close contact with Prince Dwarkanath Tagore did not play a little part in forming this public opinion. Harinath appointed Dwarkanath his legal agent and consulted him in every matter. Apart from his usual fees, Harinath lent him Rs. 75,000 at 4 percent interest in 1827 when the usual interest charged was between 8 to 12 percent.<sup>1</sup> This however enabled the Prince to become the first native entrepreneur in Bengal, if not in India, in the European pattern. That Harinath not only lent money to Dwarkanath but was involved more closely with his endeavours, will be revealed in this chapter. Then again when Dwarkanath launched into wider ventures and needed a crore of rupees, it was the consortium of the bigger zemindars, such as the Maharaja of Burdwan, Raja Harinath of Cossimbazar, Rani Katyani of Paikpara, Bir Narasingha Mullick, Joyram Mitra, Raja Sukhamoy Roy etc. who raised this money as a loan to Dwarkanath.<sup>2</sup>

The vernacular Press took pride in giving news about the natives. Harinath's marriage appeared thus: '27 March 1819 or 15 Chaitra 1225. The marriage ceremony of Kumar Harinath Roy. The auspicious marriage of Srijukta Kumar Harinath Roy took place in Cossimbazar in Murshidabad on 16 Falgoon. Two lakhs of rupees were spent on the occasion and nobody had ever seen such a marriage. With cloth-made decorations and huge chandeliers of glass, it was a wonderful performance. Trees of various kinds like mango, jackfruit, pineapple, kamranga, Darim and woodapple were made artificially having real fruits hanging from their branches. Similarly various kinds of flower bushes with real flowers were there. They were so expertly made that not only

<sup>1</sup>Kling, *Partner in Empire*, (University of California Press, 1976) p. 29-30.

<sup>2</sup>*Ibid.*, p 241

Also: *Autobiography of Maharshi Debendranath Tagore* p 63 (Calcutta 1927).

the ordinary folk but even knowledgeable men thought the trees to be real. The whole place was lighted up with 500 candles, three thousand lighted glasses and one thousand candles in beautiful clusters of chandeliers. Apart from these, two hundred maunds of oil was burnt for lighting in oil lamps. The festivities started on 5 Falgoon and continued for 15 days. Various kinds of *Tayfa* (troops of dancing girls) dances and buffooning and comic performances were continuously held. Many classical singers performed regularly amazing the audience by their superb expertise. Kumar Harinath started having his last bachelor's meal on 5 Falgoon and was invited continuously to various houses to have his *Aiburo bhat* (bachelor's meal). He travelled in a silver transport with song and music accompanying him wherever he went. He received expensive gifts, fitting his status and disposition. The first day of the feast was reserved for his officers and servants, the second day was reserved for the local merchants and gentlemen, from the third to the eighth day, that is upto 13 Falgoon all the Judges of the Foujdarry and Dewany Adawlats, the Collector and the judicial and administrative officers and their servants were invited. The Permit office, the Nizamat officials, the Company's staff and all the European community were invited. The important persons and the officials of the Muslim community were also invited. The persons reported above of Berhampore did not come alone but came with their wives and children. The Nawab Sayaljung Bahadur was himself present and enjoyed the singing, dancing and fire works that were performed specially for him. They were extremely happy at the successful performance of the festivities. On the 14th came the Jagat Seth and all the *Omraos* of the area who were pleased to hear the songs and enjoyed the dancing at the end of which they were taken around the festival grounds. They expressed their approval of the arrangements made. On 15th the *Adhibas* ceremony was performed when Srijukta Roy Jagannath Prasad and other important personalities were present. The marriage ceremony took place on 16 Falgoon with great eclat. The procession had elephants, horses and footbearers all carrying silver decorations. They were followed by *Sotabardar*, *Asabardar*, *Banbardar* and *Gurujbardar*. The *Nahabat* came up after these. It is impossible to write out all the details of this great event. Skilful artists of Calcutta created beautiful pictures which were carried on bamboo platforms by labourers. The whole procession would easily consist of ten thousand people. At least two lakhs of people assembled by the roadside to see this fantastic procession. It was impossible to move in the road. The procession which started from the front gate of Harinath's Palace went by the front gate of the Company's establishment

to Kalikapur and returned by the outer road to the front of the Palace, covering a distance of four miles. While the procession moved, fire works were going on from time to time, which added great beauty to the procession. The next day when the bride came to the house a great feast took place in the house of Banak-khana which once belonged to the Company. Here forty thousand people consisting of Brahmin mendicants, Fakirs, destitutes and beggars were fed to their satisfaction, each of whom was also paid money when they left. This was most satisfactory to everybody who left uttering blessings vociferously to the newly married couple. In another place the gentlemen of all castes including the Brahmins and the Nabasakhs were fully fed. Each of them received gifts of huge water-carriers made of bell-metal, oil, silk-chellis, beautiful coloured saris, various kinds of spices and one bell-metal *thali* (dish). The officers of Harinath received beautiful dresses, shawls, doshawls and appropriate ornaments. Every person received gifts according to his qualification and rank. The Brahmins of far away localities were sent apparels as the veneration gift. Everybody without any exception has been pleased with the food, entertainment and gifts. The person most responsible for managing all this to a successful conclusion was Srijukta Brajanandababu, who did not spare any pains to make the festival a success. His expertise and sincerity had been able to give satisfaction to everybody.

‘We are not surprised at the success of the function. Even if it had been much larger than what was large enough, it would have been a fitting tribute to Srijukta Kumar Harinath Roy Bahadur’s marriage festival, as he is the grandson of Kantababu and the son of Raja Lokenath Roy Bahadur. He is himself modest and good natured, extremely civil, virtuous and charitable. He is also known to be a great patron and protector of people who depend on him. It is not easy to find a person who is so young in age and so full of virtues.’<sup>3</sup>

Very few people besides the Court of Wards officials and the immediate family of Harinath knew of the tragedy that struck him only a few months after the celebrations. His first wife died on 27 October leading to his quiet second marriage on 13 December of the same year. In fact very few people knew that he was married twice.

<sup>3</sup>Brajendranath Bandopadhyaya, ed. *Sambad Patre Sekaler Katha*, Part I, p 266-269 (a volume of collection from old vernacular newspapers) translated from Bengali by the author.

Taking charge of the properties one of his first duties was to make a gift of Rs. 1000 to the Hastings' Memorial that was being constructed at Calcutta.<sup>4</sup> His taking charge of the Estates from the Court of Wards came out in the newspapers later in the year, which gave them the opportunity of appreciating the management of Harinath on 11 November 1820 (27 Kartick 1226)<sup>5</sup>. In the meantime, on 24 July 1820, Harinath had applied for and was refused the title of Maharaja.<sup>6</sup> He thus led a very active life right from the beginning of his career. 1820 ended with Harinath firmly in the saddle. He had secured the allegiance of his late guardian and cousin Brajanandababu.

Calcutta society was changing very fast. The establishment of Hindu College in 1817 created a commotion in the placid social life and many young men flocked to learn English. Harinath had patronised the establishment of the College with a donation of Rs. 20,000. The fact was reported in the *Jnan-annwesan* and later repeated in the *Samachar Darpan*.<sup>7</sup>

Before proceeding any further in the career of Harinath let the two Calcutta Ledgers of 1227 and 1228 be examined which will give an insight to Harinath's activities. The first Ledger covers from Baisakh to Chaitra of 1227 corresponding to, April to April, 1820-21, the second Ledger only covers the first seven months, Baisakh to Kartick corresponding to mid-April to mid-November 1821. It is not easy to explain why the second ledger had been discontinued after the seventh month. Possibly the reason was that Harinath left Calcutta in November where he had to stay earlier for matters of importance. The first and the foremost being the injunction of the Supreme Court which prevented the Board of Revenue from paying the 17 lakhs of rupees which had accumulated in their custody belonging to Harinath, as his cousins Shyamcharan and Ramcharan had claimed a third of it. The several suits regarding the Calcutta properties also demanded his presence in the city. The discontinuance of the second ledger is all the more curious as Harinath again came to Calcutta on 29 December 1821. There is a reference about his movement in the Nizamat Records, where he has informed that being an ordinary zemindar, he had the freedom to go any-

<sup>4</sup>Murshidabad Nizamat Records, 1802-1831, Part I, Letters Issued of 7 June 1820, p 207.

<sup>5</sup>Brajendranath Bandopadhyaya, *Op. Cit.* Part I, p 221.

<sup>6</sup>Murshidabad Nizamat Records, 1807-1855, Part II, Letters Received of 24 July 1820, p 192.

<sup>7</sup>Brajendranath Bandopadhyaya, *Op. Cit.* P II (9 January 1836), p 137.

where and did not need the prior sanction of the Government.<sup>8</sup> The Calcutta establishment was probably reduced during the year.

The two ledgers relate generally to his Calcutta properties and give an idea about the income and expenditure that was incurred. The low volume of the transactions will amaze the reader, if he does not realise that this was the golden period of Bengal administration, when the prices were at their lowest and efficiency highest, leading to immense satisfaction in the community. That Harinath was a good administrator even before he turned twenty is borne out by a comparison of the two ledgers. The same person was not left in charge of a property, but was changed every year. The successful was promoted to a property of better income while others were relegated to lesser collections.

The salaries were quite low compared to those paid by Maharaja Lokenath sixteen years ago. Harinath granted double salaries to his Calcutta staff in 1227 when he got the 17 lakhs of rupees from the Company's coffers and also paid all their arrear salaries promptly, that had fallen due, because of the dilatoriness of the guardian. All these actions could not but endear Harinath to his staff. The collection improved so much that all arrear Revenue dues were paid up fully along with municipal taxes for the Calcutta properties.

The ledger of 1820-21 presented here in some detail will show that gone were the days of haphazard accounting, blank pages, lack of totals and the insufficient details that were prevalent during Harinath's minority, now the books of accounts were as efficiently maintained as in the lifetime of the owner's father or grandfather. It is most curious and almost unbelievable how the ledgers reflect the organisation of the owner. A summary of the ledgers :--

*The Ledger of 1227 (1820-21)<sup>9</sup>*

	<i>Income</i>	<i>Expenditure</i>
1. Halsey's Bagicha Khata	Rs. 327-10-16-3	×

This is the 30 bighas of land, received in the suit against Ramnarain Misser by Maharaja Lokenath. Now this area in North Calcutta is known as Halsibagan. A lot of artisans were settled in these lands on a nominal rent. These people of the lower middle class consisted of refugees from other districts, the majority of whom were *mistries* (everything from a plumber to a carpenter and even small machinery operators come under the purview of this word. Almost any expertise with hand will make a person a 'mistri'). Castewise it was homogeneous, though predominantly Bengali in character. The purpose

<sup>8</sup>Murshidabad Nizamat Records, Part I (1793-1856), Letters Received, p 199.

<sup>9</sup>Harinath's ledger of 1227 B.S. (1820-21), Mokam Kalikata Sarkar (Calcutta Accounts).



for settling this group of people here was perhaps that they will have allegiance to Harinath and create trouble to Jagadamba Devi in the case of Harinath losing the suit which was very much alive at this time.

	<i>Income</i>	<i>Expenditure</i>
2. Mahindaran Khata (Book of salaries)	×	Rs. 2117-14-10

This account is quite complicated. It seems that there were six months' salaries in arrear which were paid. It is of course possible that during Harinath's minority salaries were paid every six months, which tradition was discontinued by Harinath. He also paid double salaries in this account and gave gifts to his officers as well as the 'prajas of Halsey's Bagicha'. The details of the double salary is given below. The actual amount received by each member of the staff per month was half of the sum.

Panchanan Roy	Rs. 30-0-0	Bhagabat Nath Roy, Muktear	Rs. 76-8-0
Jagannath Mukhopadhaya	„ 20-0-0	Raj Chandra Chattopadhaya	„ 60-0-0
Mahesh Chandra Majumdar	„ 10-0-0	Madhusudhan Mukhopadhaya	„ 30-0-0
Ramsundar Daftari	„ 8-0-0	Uday Chandra Sinha	„ 30-0-0
Ebraha Daftari	„ 8-0-0	Gangaram Singh, Jamadar	„ 10-0-0
Kashinath Chakrabarti	„ 6-0-0	Raiup Singhi Kaji, Peada	„ 8-0-0
Jagat Narain Sarkar	„ 6-0-0	Manickram Peada	„ 8-0-0
Gobinda Mali (Gardener)	„ 6-0-0	Laxmi Harini w/o	
		Satrughna Hari (sweeper)	„ 6-0-0
Hinoo Mali (Gardener)	„ 6-0-0	Ramtanu Ganguli	„ 4-0-0

The total of these salaries comes to Rs. 351-8-0 only.

3. Bahubazar land	Rs. 1022-8-0	×
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This property like Halsey's Bagicha came from Ramnarain Misser and was the subject of several suits. Almost the same policy of settlement was adopted here except for the fact that the tenants were from a different community consisting of Anglo-Indians, Jews, Armenians and Baijis (nautch girls, generally Muslim) of mixed and uncertain birth who settled here from Lucknow and other places in upper India. This was also a closed society, none from outside could penetrate into the tenancy except those who were there from the beginning. There was a sprinkle of the Bengali community from the Brahmins downward. This was because of the collector of rents Ramtanu Ganguli, who was considered most despicable in character and was given a salary lower than the sweeper girl of the premises. Next year Ramtanu was removed from these collections and sent to Ultadingi. The names of the several dancing girls are given as Bibi Neki, Bibi Roseira, Bibi Jujafode, Bibi Izaban, Bibi Jana, Bibi Pani, Bibi Peara, Bibi Katie. They paid rents of Rs. 3 or Rs. 2 per month. Gabriel D'cruz also lived here.

4. Salt godown in Chitpur	Rs. 100-5-15	×
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This godown was rented out to the business people of a slightly better sort than the two previous ones. The rents were also higher. Ramtanu was the collecting *sirkar*.

	<i>Income</i>	<i>Expenditure</i>
5. Ramchandra Mistri and Gurucharan Mistri	Rs. 90-0-0	Rs. 90-0-0

They took away an old 'buggy' and repaired another one.

6. Madhab Charan Saha and Harimohan Saha	Rs. 426-3-10	Rs. 426-3-10
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Iron merchants who were advanced money to make iron grills for the Calcutta house. The grills measured 3 *haat* in length bearing a width of one inch (inch written in Bengali) and weighing mds. 100-11½ seers at the rate of Rs. 4½ per maund. Remarks: 'Paid by paper money of Hindusthani Bank bearing numbers' etc.

7. The loan book	Rs. 2436-11-0	Rs. 2436-11-0
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Seems that almost everybody took loans, from Jagannath Mukhopadhaya to Ramtanu Ganguli or from Fakir Chandra Karmakar to Haradhan Khansama, even the muktear Bhagabat Nath Roy took a heavy amount.

8. Kamal Lochan Chaudhuri	Rs. 31-8-10	Rs. 31-8-10
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He seems to be the contact with the lawyers of the Supreme Court.

9. Pelaram Ghosh, Kaliwala (Inkman)	Rs. 13-0-0	Rs. 13-0-0
10. Raj Chandra Chattopadhaya	Rs. 360-0-0	Rs. 400-5-10
11. Kutribhara (rental of small rooms)	Rs. 635-3-15	×

This item of income continues from the time of Kantababu. The rooms were in or around the Chitpur house. Generally the occupants here were non-Bengali. They have such names as Faku Khandikar, Bargi Khandikar, Sao Bhaskar, Anup Bhaskar, Shankar Bhaskar, Ramnarain Tamakuoala (tobacco merchant), Golakdas Michhrioala (sugar merchant), Ali Bukhs Khandia etc.

12. Jorabagan land rent	Rs. 300-0-0	×
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Another of the suit properties. Most of this property was handed over to the former owners and only this portion often called '*Khirki*' was retained. This property was occupied by lower middle-class Hindu Bengalis of slightly better situation than those of Halsey's Bagicha.

13. Ramlochan Ghosh, supplied 4 mds. cocoanut oil	Rs. 45-0-0	Rs. 45-0-0
14. Kashinath Chakrabarty, staff	„ 43-7-5	„ 43-7-5
15. Madhusudan Mukhopadhaya, staff	„ 67-4-5	„ 67-4-5

16. Payment of excess and arrears	×	„	374-7-15
17. Postage Khata	×	„	85-6-0
18. Daftar saranjami (office expenses)	×	„	69-4-0
fine white paper one dista			0-4-0
ordinary „ „ „ „			0-2-0
19. Miscellaneous Expenses	„	22-0-10	„ 296-5-6

All sorts of informations can be had here. For example it is found that the Guru's family came to Calcutta 'to see the Christmas'. A separate house was rented for them. The Christmas *dali* (presents) which consisted of fruits, vegetables and '*sharab*' (this word could mean both wines and alcoholic spirits). Now they were careful not to put any names but descriptions, from which it is possible to know that these gifts were sent to three members of the Board of Revenue, to '*Shahebs of Chhoto Adwalat*' and to '*Ukil Shaheb*', persumably Strettell the Attorney. This cost only Rs. 88. Then the principal Judge of the Bara Adwalat was sent '*Sharabs*', What is most peculiar, the Guru's family, the Thakurs of Srikhanda, also accepted a '*dali*', '*Sharab*' and all.

20. Old Ultadingi Bagicha (Orchard)	Rs.	62-6-0	Rs.	×
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The income was mainly from the produce of the cocoanut and mango trees, as well as from a settlement of Bewas and Bairagis.

21. Land in Nimtolla Ghat	Rs.	209-0-0	×
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Another of the suit properties.

22. New Bagicha at Ultadingi	,,	157-13-0	×
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The income mainly arose from the annual letting out value of the tanks, fruit trees and land.

23. Narain Ganguli, Izarader (renter)	Rs.	42-12-0	Rs.	42-12-0
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Of a part of Ultadingi new orchard.

24. Tax Khata	,,	129-0-0	,,	414-12-0
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Arrear taxes of 1818 and 1819 were fully paid this year.

25. Ramtanu Ganguli, staff	,,	25-0-0	,,	25-0-0
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26. Gobinda Mali, gardener	,,	41-11-0	,,	41-11-0
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27. Laxmi Harini, wife of Satrughna Hari, sweeper	,,	39-14-0	,,	39-14-0
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	<i>Income</i>	<i>Expenditure</i>
28. Ramsundar Daftari (peon)	„ 24-0-0	„ 40-0-0
29. Ebrahi Darwan (doorman)	„ 50-4-10	„ 50-4-10
30. Raiupainghi Kaji, Peada	„ 53-0-0	„ 53-0-0
31. Manick Roy, Peada	„ 50-11-0	„ 50-11-0
32. Puja in Kalighat temple on 25 Baisakh	„ 105-0-0	„ 105-0-0
33. Mahesh Chandra Majumdar, staff	„ 64-0-0	„ 64-0-0
34. Hinoo Mali, gardener	„ 36-0-0	„ 36-0-0
35. Panchanan Roy, staff	„ 191-0-15	„ 191-0-15

Quite a few of the better paid staff got their monthly house rent paid variously from Rs. 6 to Rs. 10. The incumbent received Rs. 7 per month. Thus the perquisites when put together did make the salaries look quite significant, as food was also provided by the employer.

36. Khajnakhana	„ 21-12-0	„ 28-2-10
37. Cossimbazar Khata	„ 16,97,584-8-10	„ 16,77,722-7-5

This was the money paid by the Board of Revenue to Harinath, as soon as the injunction of the Supreme Court laid by the suit of Shyamcharan and Ramcharan was vacated. Of this amount Rs. 16,25,300 was sent to Harinath at Cossimbazar on 25 January 1821.

38. Ramji Nandi, Chunwala (lime supplier)	„ 165-2-0	„ 165-2-0
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Repair of the Chitpur house was taken up when both the inside and the outside was limewashed.

39. Bhagabat Nath Roy, Muktear	Rs. 586-8-0	Rs. 586-8-0
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Harinath apart from adopting the title 'Maharaja Bahadur' was also referred to in the books of account as 'Karta Thakur' (senior Preceptor). If we consider that Kantababu was 'Bara Kartababu' and Baisnabcharan as 'Chhota Kartababu' (meaning senior and junior proprietors) Harinath's epithet will strike as curious because the suffix 'Thakur' was generally reserved for the Brahmins and the Gurus. It is possible that this was the influence of 'Thakurbari' or Prince Dwarkanath Tagore's family. Not only the two houses stood opposite each other but Harinath had close connections with the Prince and helped him by loans of money in his commercial enterprises. The Thakurbari boys always called their father 'Pita Thakur', so Harinath probably liked to be called 'Karta Thakur'. As the *sebit* to the deity he might have felt entitled to such an epithet.



53. Bhawani Mechhooni (fish supplying woman)	„ 5-0-0	„ 5-0-0
The woman took a loan which she repaid probably by suppling fish to the house.		
54. Ramnarain Roy	„ 6965-0-0	„ 6960-0-0
This is a curious account. The transactions by bank notes were ledgered separately.		
55. Mr. Strettell, Attorney	×	4080-0-0
The lawyer's fees for the defence of the suit against Shyamcharan and Ramcharan and also Bolaki Das.		
56. Premchand Aynawala (mirrorman)	×	„ 7-0-0
57. Gobindahari Barat, the Calcutta agent	Rs. 120-0-0	Rs. 120-0-0
58. Golakdas Michhiriwala (sugar supplier)	„ 18-10-5	„ 18-10-5
59. Rammohan Jana (fish supplier)	„ 30-8-0	30-8-0
60. Dataram Tamakuwala (tobacco supplier)	„ 4-4-10	„ 4-4-10
61. Pronami (veneration fees) in religious festivities	„ 4-0-0	„ 4-0-0
62. Chhidam Sirdar	„ 5-4-0	„ 5-4-0
63. Madan Mistri Napit (buggy repairer)	„ 75-0-0	„ 75-8-0
64. Chintamani Mallick (foreign made nail supplier)	„ 1-0-10	„ 1-0-10
65. Tilak Khansama (servant)	„ 40-0-0	„ 40-0-0
66. Bhan Mali (temporary gardener)	„ 6-0-0	„ 6-0-0
67. Ganganarain Haldar (boatman)	„ 40-0-0	„ 40-0-0
68. Kamalakanta Chakravarti	6-6-10	„ 6-6-10
69. Raghabram Ghosh	55-3-10	„ 55-3-10
70. Chaitanyacharan Ghosh	83-12-0	„ 83-12-0

71. Ramratan Basu, Kabiwala	„ 462-0-0	„ 462-0-0
72. Bahadur Roy, Kabiwala	„ 440-0-0	„ 440-0-0
73. Niloo Dhooli (drummer)	„ 165-0-0	„ 165-0-0
74. Rammohan Dhooli (drummer)	„ 135-0-0	„ 135-0-0

Harinath was a patron of the folk culture that found expression in *Kabigan*. The *Kabigan* this time was arranged in Cossimbazar on the occasion of the Saraswati Puja and the two *Kabials* with their drummers went from Calcutta. *Kabigan* is a form of instantly made verses requiring the two parties to outwit each other by asking questions and answering them, all the time in rhymed poetry. It is a sort of an intellectual boxing match and one person has to be knocked out, which meant that he failed to provide a satisfactory answer. After the usual prayer to the gods and goddesses and eulogising the patron who has called the contest, each Kabi (poet) assumes a role, for instance, if the first Kabi assumes the role of Siva, then the second Kabi has the option of taking up the role of any of the Siva's spouses like Durga or Ganga when domestic quarrel also forms a part of the contest or that of Narayan a rival when the contest is likely to be whether Shaivism was better than Baisnabism or something of that sort. In fact these contests could become very intellectual and philosophical indeed. The audience will know by the characters taken by the *Kabials* whether the battle of wits will assume social, philosophical or domestic tones. If the second Kabi assumes the role of Bisnu or Brahma, then everybody will expect a battle royal. Questions are then asked from mythology, history, puranas and everyday affairs. A contest used to take 5 to 6 hours at least. Time and again the *Kabials* had to keep up the interest of the public by resorting at times to '*Kheyur*' or questions on sex and cohabitation which were however asked and answered in the crudest form. This however, destroyed the monotony of the contest. Everything had to be of course in the purest of verse with the only accompaniment of the drummer whose music assumed special tones at different times. The patron would decide the winner and pay him a little more money. In this instance Ramratan Basu, *Kabial* with Niloo Dhooli was the winner in the contest over Bahadur Roy (alias Hara Thakur), *Kabial* with Rammohan Dhooli. This wonderful intellectual contest is almost defunct for lack of patronage. Harinath not only gave unheard of fees to the *Kabials* but paid their cost of transport

and covered them with gifts of shawls, house-hold utensils and of course with the customary presents of a *dhota* and *chadar* along with a few gold coins. It is indeed gratifying to see Harinath as the patron of the Bengali culture from the very first year of his administration.

As the next ledger is the continuation of the Calcutta accounts, it will be worthwhile to continue the discussion. Unfortunately this ledger is only for seven months.

*The Ledger of 1228, Baisakh to Kartick (1821)<sup>10</sup>*

		Income	Expenditure
1. Kutribhara (rental of small rooms. (Previous No. 11)		Rs. 391-5-0-0	Rs. ×
2. Daftar Saranjami (office expenses)	(,, 18)	×	,, 31-7-9-3
3. Postage Khata	(,, 17)	×	,, 63-0-10-0
4. Bhagabat Nath Roy	(,, 39)	,, 1585-0-0-0	,, 1564-10-15-0
5. Jagannath Mukhopadhaya	(,, 12)	,, 70-0-0-0	,, 659-12-0-0
6. Kamalakanta Chakrabarty	(,, 68)	,, 28-0-0-0	,, 29-3-0-0
7. Kashinath Chakrabarty	(,, 14)	,, 21-0-0-0	,, 17-4-0-0
8. Bahubazar land	(,, 3)	,, 573-0-0-0	,, ×
9. Rajchandra Chattopadhaya	(,, 10)	,, 210-0-0-0	,, 289-6-15-0
10. Imaratkhana	(,, 41)	,, 7-8-10-0	,, 920-4-10-0

Fancy decorations were added to the roadside overhanging verandah. To put up scaffoldings for the purpose and closing the road, permission of the Police and 'Rastabandi Shaheb' was taken to keep the road closed for four months.

11. Ramchandra Chhutar Mistri	(,, 51)	,, 19-12-0-0	,, 22-8-0-0
12. Trilochan Chattopadhaya Salary Rs. 30 p.m.		,, 197-12-0-0	,, 268-0-0-0

<sup>10</sup>Harinath's Ledger of 1228 B.S. (Baisakh to Kartick), Calcutta Accounts.



13. Bara Ramchandra Chhutar	„	17-4-0-0	„	16-8-0-0
Mistri of Srikhanda				
14. Jorabagan land rent (Previous 12)	,	115-3-5-0	„	×
15. The loan book (,, 7)	„	×	„	47-12-0-0
16. Chaitanyacharan Ghosh (,, 70)	„	64-4-0-0	„	64-4-0-0

Buying 500 bricks for the 'jafri' lattice work of the verandah at the rate of Rs. 3 per thousand of nine inch width, costing only Rs. 1-8-0.

17. Halsey's Bagicha Khata (,, 1)	„	327-6-15-0		×
18. Mahindaran Khata (,, 2)		×	„	1203-10-10-0
19. Nahana Aday Khata	„	4174-10-0-0		×

The meaning is not quite clear. 'Nahak' in Persian means useless, 'Aday' is collection. The items are also obscure. In this account the payment to Mr. Strettell and Premchand Ayenawala made last year has been shown as Rs. 4080 and Rs. 7 respectively. Can this be considered as a suspense account ?

20. Madan Mitra, Napit				
(Previous No. 63)	Rs.	×	Rs.	0-8-0-0
21. Premchand Dutt,				
Ayenawala (,, 50)	„	4-0-0-0	„	4-0-0-0
22. Ramji Nandi Chunwala (,, 38)	„	232-0-0-0	„	218-0-0-0
23. Ramchandra Chunari (,, 52)	„	57-10-5-0	„	59-7-10-0

Kali-chun was bought at the rate of 2½ mds. per Rupee.

24. Miscellaneous expenses (,, 19)	„	1-2-0-0	„	156-6-0-2
25. Gobindahari Barat (,, 57)	„	105-0-0-0	„	109-13-0-0
26. Raiup Singhji Kaji Peada (,, 30)	„	28-0-0-0	„	30-13-5-0
27. Ebrahi Darwan (,, 29)	„	28-0-0-0	„	31-0-0-0
28. New Bagicha, Ultadingi (,, 22)	„	66-5-0-0		×
29. Manick Roy, Peada (,, 31)	„	36-0-0-0	„	36-0-0-0
30. Salt godown at Chitpur (,, 4)	„	61-2-0-0	,	×
31. Ramkanta Chakrabarty,		×		16-0-0-0

A witness in the Supreme Court suit.

32. Ramtanu Ganguli (,, 25)	„	14-0-0-0	„	21-13-0-0
33. Mahesh Chandra				
Majumdar (,, 33)	„	35-0-0-0	„	54-5-0-0
34. Tilak Khansama (,, 65)	„	35-0-0-0	„	32-4-0-0
35. Hinoo Mali, Bagani (,, 35)	„	21-0-0-0	„	21-8-0-0
36. Ramsankar Daftari (,, 28)	„	28-0-0-0	„	31-1-10-0

37. Nabakrishna Ganguli		„	20-0-0-0	„	20-0-0-0
38. Nimtolla Ghat land	(,, 21)	„	133-0-0-0	„	×
39. Chhidam Raj Mistri, (Master builder)	(,, 44)	„	250-14-5-0	„	248-14-15-0
40. Zemindari Durbar Expenses	(,, 50)	„	5154-0-0-0	„	5477-0-0-0
41. Gangaram Sinha, Jamadar		„	35-0-0-0	„	35-0-0-0
42. Kalighat Sri Sri Iswari Puja	(,, 32)		×	„	112-8-0-0
43. Panchanan Roy (Previous No.34)	Rs.		90-0-0-0	Rs.	90-0-0-0
44. Rammohan Rakhit, Moodi (grocer)	(,, 42)	„	10-9-5-2	„	10-9-5-2
45. Dataram Tamakuwala	(,, 60)	„	4-1-15-0	„	4-1-15-0
46. Gopal Behara	(,, 49)	„	57-10-0-0	„	57-10-0-0
47. Adwalat Expenses	(,, 40)	„	9-0-0-0	„	7925-9-0-0

Apart from the cost of the suit with Shyamcharan and Ramcharan various other curious expenses have been included under this head, giving some idea of the period as well as the personality of the heir. 'Bidhan' (religious interpretation and advice) was taken from Kaliprasad Nayabachaspati for a fee of Rs. 1500. It seems in all probability that a religious permission was taken to hold the 'Durga Puja', which Harinath as a Baisnab, was not supposed to perform. For propitiating the famous Kali Kalkattawali, a house was rented for Panchanan Siromani in Kalighat who stayed there to offer daily worship at the temple on behalf of the young master. One lakh *Durga nam jop* (taking the name of goddess Durga for a hundred thousand times each day) was performed for which Rs. 4 was paid per month. The cost of daily Puja came to Rs. 15 per month. Harinath thus made full preparations to win the suit not only by engaging Strettell, and the best Attorneys and Barristers of the Calcutta Bar, but also took measures to earn the goodwill of the goddess of victory.

48. Jagat Narain Sarkar (Previous No. 48)	Rs.	21-0-0-0	Ry.	15-0-0-0
49. Old Bagicha, Ultadingi	(,, 20)	12-3-0-0		×
50. Gobinda Mali, Bagani	(,, 26)	21-0-0-0	„	20-8-0-0
51. Tax Khata	(,, 24)	×	„	189-9-12-0
52. Bholanath Modak,				
53. Bholanath Modak, Kabial		850-0-0-0	„	850-0-0-0
54. Nityananda Baisnab, Kabial		900-0-0-0	„	900-0-0-0
55. Nilmani Dhooli	(,, 73)	280-0-0-0	„	280-0-0-0
56. Rammohan Dhooli	(,, 74)	230-0-0-0	„	230-0-0-0

Harinath's love for the Kabi-duel is once again evident here. The fabulous amount of money he paid to the *Kabial* and the *Dhooli* established his fame to be a patron of the *Kabials*. The reason for this function is even more important than the incident itself. From this year, 1228 B. S. (1821), *Sharadiya Durga Puja* began to be performed in the Cossimbazar Palace of Harinath. Durga Puja thus became one of the established traditional annual seasonal worship in the family. As killing animals which was a part of the ritual, was considered wrong in a Baisnab house, an answer to the problem had to be found. It was therefore explained, that *Durga* has also been described as *parama Baisnabi*, the greatest lady votary of Bisnu, which solved the problem, as the Baisnab, could now worship *Durga* as a *Baisnabi*, the Great Mother, for whom sacrifices and bloodshed were not necessary. It was on the occasion of the first Durga Puja that Bhola Moyra (Bholanath Modak being a sweetmeat maker by vocation of Bagbazar in Calcutta was usually known by this name) and Nityananda Baisnab with Rammohan Dhooli and Nilmani Dhooli respectively assisting them fought the intellectual duel of making instanteneous verses. It seems that Bhola Moyra, who became very famous in later life, being considered to be the best *Kabial* of his time, lost this fight to Nityananda Baisnab. The custom was that both the *Kabials* and the *Dhoolis* were promised the same sum of money, but the winner was given a little more. In this instance Nityananda and Nilmani received Rs. 900 and Rs. 280 while Bhola and Ram received Rs. 850 and Rs. 230 respectively.

This being a fit subject for digression, a couple of paragraphs regarding '*Kabi*' may not be considered to be out of place. Bhola Moyra became very famous as a '*Kheyur*' singer and was in great demand. It is also said that he repeatedly taught the other *Kabials* not to sing '*Kheyur*' because it needed tremendous control of words and was open to the risk of being considered indelicate and pornographic. The fast changing taste of the audience who were being geared to English education and Victorian morality was making '*Kheyur*' a most difficult art to practice. An example of the *Kheyur* sang by Bholanath will illustrate the difficulty in creating such verses. Bholanath is another name of Shiva, so Bhola Moyra sang, 'Everybody worships the *lingam* of the Shiva but nobody worships mine, though it is difficult to find Shiva's address, but my address is known to all, as I make sweets in Bagbazar and am known by the name of Bhola Moyra.' *Kabis* came from all parts of the society

and some of the famous were Haru Thakur, whose real name was Bahadur Roy, Niloo Patani (boatman), Bhola Moyra, Ram Basu, Netai Baisnab, Balaram Baisnab, Chintay Moyra (Chintamani Modak), Thakurdas Chackrabarty, Krisnamohan Bhattacharya, Gadadhar Mukhopadhyaya and Antony Firingi. There were lady *Kabials* as well and the most famous of them was Jajneswari.

Very little is known about Jajneswari. Fortunately the case of Antony Firingi is just the opposite. He came from a Portuguese family who made money in the salt business and was an affluent householder in Sutanati. Both the mother and grandmother of Antony were Bengali, but when Antony abducted a Bengali Brahmin girl, there was such a furore that he had to sell his house and property and bought a house and a garden in Calcutta and lived there. This lane was just opposite to Harinath's Kabardanga House (Upper Circular Road) and came to be known as Antony Bagan. Antony established the Kali temple in Bowbazar so the Christians who were then not allowed to worship the Holy Mother in other temples could do so here. Firingi, strictly means half-caste, so the surname that was acquired by Antony was not a real surname though his goddess is known as 'Firingi Kali' and can still be seen and worshipped by anybody irrespective of caste, creed or religion.

It is a great pity that so little research work has been done on this very interesting community of *Kabials* and their work. Antony Firingi and Bhola Moyra, of course because of their colourful personalities have caught the imagination of playwrights, whose utterly silly, sentimental and unhistorical plays are already circulating in the mass-medias. How far Harinath was responsible in finding Antony his new home, will never be known, but finding Antony so close to his newly acquired residence raises the suspicion that the great patron and supporter of *Kabial's* hand was not far behind.

Unfortunately very little of Antony's work is available. He was of course during the duels of poetry always pestered for his religion, being constantly reminded that he was a Christian who had no business to move so close to the Hindu society, religion and culture. To this Antony made a remarkable reply, translated it loses a lot of its beauty, but it will go like this, 'Brother, there is no difference between Christ and Krisna. Man follows not a mere name, unless it is the name of God. My God is the same

as the Hari of Hindu and my human life will be fulfilled, if I can find a place near the rosy feet of Shyam who is standing yonder.’\*

57. Khajnakhana (Previous No. 36)	Rs.	×	Rs.	87-5-4-0
58. Swastayana	,,	57-11-0-0	,,	57-11-0-0

The Supreme Court suits resulted in the attempt to continuously propitiate the goddess at Kalighat and the money spent there under different heads amounted to quite a neat packet of expenses.

59. Strettell Shaheb (Mr. Strettell)	(,, 55)	,,	×	,,	10,635-12-0-0
60. Cossimbazar Khata	(,, 37)	,,	16,89,791-10-0-0	,,	16,66,964-0-4-0

The opposition of the cousins Shyamcharan and Ramcharan having been disposed of, Harinath received the money from the Court of Wards and invested it partly in Company's bonds and partly zemindaris. A well managed zemindari returned annually on an average 15% to 20% of the total investment. Harinath bought properties regularly in 'Revenue Sale' which improved his total income. In fact, in a way his income and investment from the zemindari gave a better return than the Company's paper. Thus with the efficient organisation of the Permanent Settlement the zemindars started getting more powerful.

61. The Loan Book (Previous No. 7)	,,	9570-4-0-0	Rs.	9729-1-5-3
62. Kashinath Mukhopadhaya		8-0-0-0	,,	8-0-0-0
63. Mathuranath Pal		42-10-10-0	,,	6055-2-0-0
64. Bhim Mistri		31-10-10-0	,,	40-0-0-0
65. Raghobram Ghosh, Kathwala (wood supplier) (Previous No. 69)		44-4-0-0	,,	44-4-0-0
66. Bhairab Chattopadhaya		6-0-0-0	,,	6-0-0-0
67. Intafa Golojoger Durbar Khate		×	,,	9504-0-0-0

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\* ধুটে আর কুকে কিছু ভেদ নাই রে তাই  
 শুধু নামের করে মানুষ করে  
 এও তো কোথাও গুনি নাই।  
 আমার খোলা যে হিন্দুর হরি সে  
 ঐ ভাখ ভাম পাড়িয়ে রয়েছে  
 আমার মানব জনম সকল হবে  
 যদি রাঙা চরণ পাই।

There the accounts end, showing how Harinath looked after everything. He kept the Government officers pleased, records were kept ready, Pundits were consulted and their opinion was taken at great cost. *Puja* and *swastayana* in Kalighat entailed a lot of expenses and the fitting climax to the year, Durga Puja was held in Cossimbazar for the first time, which occasion brought the two famous *Kabials* Nityananda Baisnab and and Bholanath Modak to Cossimbazar. The Durga Puja was performed as a grateful thanks to the supernatural powers for getting favourable decisions of the law courts. It is also evident that the officers fully utilised the fear Harinath most naturally had of losing the suit, and used every excuse to draw out money from him, for this they invented a thousand programmes and spent the better part of a lakh of rupees in various religious ceremonies.

As the suits with Shyamcharan and Ramcharan covered the maximum period of Harinath's adult life, these may be discussed first. The cousins filed a suit in the Supreme Court in 1820, after having requested the Board of Revenue not to hand over the treasures which amounted to over Rs. 16 lakhs to Harinath on attaining majority, claiming one-third share in the fortune. When the Board of Revenue turned down the request, they filed a suit of partition, getting an injunction on the Board of Revenue for stopping them from making payment to Harinath more than two third of the accumulated money. This suit was decided in favour of Harinath in April, 1821. The Judges before whom this case was decided were East, Macnaghten and Buller. Harinath first claimed that though he had a family house in Calcutta which had descended to him from his grandfather, the celebrated Kantababu and where his father Lokenath had lived from time to time, he had never resided in Calcutta and was not within the jurisdiction of the Supreme Court. This plea was overruled by the Judges who proceeded to hear the suit. T. C. Morton in his book, *Decisions of Supreme Court*, had examined the issue in detail and was of the opinion that the decision of the Judges was wrong. He writes, 'He (Harinath) put in a plea of jurisdiction, issue was taken on the plea and the complainants filed interrogations and were examined upon them. The defendant did not take evidence and the case came on upon the plea and complainants' evidence only. No counsel appeared for the defendant and the plea was disallowed with costs. It is observed that this case was decided without argument and I am informed that great doubt was entertained at the Bar as to the decision of the time, and I know that Mr. Spankie, the Advocate-General, advised an appeal.

I have frequently heard this case cited with doubt since I have had a seat here.'<sup>11</sup>

It was the residence in the dwelling house that ultimately won the case in favour of Harinath. It was proved that he was the sole heir of his father, Maharaja Lokenath and grandfather Dewan Krisnakanta. The Court of Wards also reported that during the long minority of Harinath from 1 June 1804 to 5 September 1820, the question of others having any share in the property never arose. He alone had always paid for the expenses of the Estate or the maintenance of his house and properties. The books of account also proved beyond doubt that Harinath was the sole heir of the properties.

In spite of the success in this case, the dust of strife had not settled. The Nizamat officer informed the Board of Revenue on 15 July, 1826, that Raja Odwant Singh, son of Raja Debi Singh was interested on splitting the Estates of Harinath and was therefore supporting Shyambabu on whom he had already spent 70 to 80 thousand rupees.<sup>12</sup> The success of Odwant Singh would greatly enhance his power and leave the Murshidabad zemindars at his mercy. This information was not unknown to Harinath, who after consulting with his Calcutta Vakil, Prince Dwarkenath Tagore, instituted a suit against Shyamcharan and Ramcharan claiming that these were impostors who were living on the munificence of the family. The suit also requested that these interlopers be driven out of the house, with their family, goods and chattels. Dwarkanath Tagore was made the 'authorised agent' to conduct the suit on behalf of Harinath Roy.<sup>13</sup>

The suit however instituted in the first term of 1825 was not decided till the year of Harinath's death in 1832.<sup>14</sup> By the time the suit was decided both the defendants were dead. Shyamcharan died in 1831 and was substituted in the suit by his son Gourcharan and Ramcharan died a year earlier, in 1830, being substituted by his son Bisnucharan. The suit not only recorded the deposition of both the parties but had also

<sup>11</sup>T. C. Morton, *Decisions of Supreme Court*, (1841), Samacharan Nandy vs Hurrynauth Roy, pp 176-179.

<sup>12</sup>Murshidabad Nizamat Records, Part I, 1802-1831, Letters issued, pd 411-413.

<sup>13</sup>Bengal Board of Revenue Proceedings (Sudder) of 23 November 1830, Nos. 3 and 4.

<sup>14</sup>Supreme Court case on Equity, Pleaside, First term No. 0825, Harinath Roy vs Ramcharan and Shamcharan Nandy (1825-1832).

as exhibits the family muniments, which established beyond doubt that the property was acquired by Kantababu.<sup>15</sup>

The suit was efficiently conducted. The Collector of Murshidabad was subpoenaed by the Supreme Court, Calcutta on the 7 November, 1825, to appear before the Court on the 19th of the month in connection with the suit between Harinath Roy vs Shamcharan and Ramcharan Nandy.<sup>16</sup> Strettell the plaintiff's attorney felt that Collector's evidence was essential to the suit. The Board approved that the Collector may give the evidence desired, and authorised him on 9 November, 1825, to be absent for a week to attend the Supreme Court.<sup>17</sup> Strettell wrote to Travers on 30 October 1830, 'I enclose a copy of the subpoena to give evidence in this case which is fixed for trial on 12th December 1830 and shall feel much obliged by your being punctually in attendance on that day in the Supreme Court with the documents mentioned in the subpoena. I am authorised by Baboo Dwarkanath Tagore on the part of the Rajah to say that the whole of your expenses shall be paid to you and I have written to the Government requesting that leave of absence may be granted to you.' Travers formally asked for leave and reported that Mr. Shakespeare will be in charge of the District till his return which he did not expect to exceed twenty days. This was approved by the Board.<sup>18</sup> Travers however did not return to Murshidabad, but extended his leave after giving evidence, as he intended to sail to England by the next available ship.<sup>19</sup>

Harinath attended the Durbar of the Governor-General for the first time in 1824. The vernacular dailies published that he had been presented with a *Khelat* of five strings and a *sherpanch* on the occasion.<sup>20</sup> A few months later, the Nizamat recommended Kumar Harinath for the title of Maharaja on 16 July, 1824, also remarking that he may be requested to stay in Calcutta.<sup>21</sup> The Government was not quite sure that the request would be adhered to. So on 14 September 1824, the title of

<sup>15</sup>For the deposition of Raja Harinath and translation made by the Supreme Court see: Somendra Chandra Nandy, *Life and Times of Cantoo Baboo, the Banian of Warren Hastings* (1778), Volume One.

<sup>16</sup>Bengal Board of Revenue Proceedings (Lower Provinces) of 11 November, 1825, No. 1.

<sup>17</sup>Ibid.

<sup>18</sup>Ibid., of 23 November, 1830, Nos. 3, 4 and 5.

<sup>19</sup>Ibid., of 13 January, 1832, No. 8.

<sup>20</sup>Brajendranath Bandopadhyaya, Ed. *Sambad Patre Shekaler Katha*, (Old news from the newspapers) Vol. II, 1818-1830, (1348), p 238, 2nd edition.

<sup>21</sup>Murshidabad Nizamat Records, 1802-1831, Part I, Letters Issued, p 296.



'Raja Bahadur' was conferred on Harinath, he was informed that the ceremony of presenting *Khelat* would be performed after the Dussera holidays.<sup>22</sup> On 5 March 1825, the vernacular newspapers reported that at the Durbar of the Governor-General held on 25 February last, Kumar Harinath had received the title of Raja Bahadur. The Governor-General presented him with a *Khelat* of seven strings, one jeema (?), a string of large pearls, one *sherpanch* and square (*chaukara*) made of pearls.<sup>23</sup> The Nizamat informed the Collector of Murshidabad that Kumar Harinath had been conferred the title of 'Raja Bahadur' by the Governor-General.<sup>24</sup> Harinath graciously made a contribution of Rs. 1,50,000 to the Public Loan Fund at 5% interest,<sup>25</sup> a few months later.

Harinath proved to be a good administrator from the very beginning of his career. He corresponded with the Board of Revenue whenever he felt any difficulty. He petitioned, to inform them that 'the absconded treasurer Prawn Chunder Mookerjea, had taken in farm from him, in his son's name Hulladhur Mookerjea, the estates of the Pergunnah Baharbund, situated in Zilla Rungpur, bearing an annual farming jumma of S<sup>a</sup> Rs. 1,93,000 for the period of three years, moreover Anund Chunder Mookerjea, nephew to Prawn Chunder Mookerjea had mortgaged the estates of Hoodah Poorsuttumbuttee and Taraf Shekhallypoor as surety for the due fulfilment of his farming lease of the estates in question. That Prawn Chunder Mookerjea had absconded being in balance to the petitioner for S<sup>a</sup> Rs. 1,45,673-1-15-2. The petitioner therefore solicits that the estates of Hooda Poorsuttumbattee and Taraf Sekhallypoor, which the Collector had already attached, may be given up to satisfy the demand.' Harinath pleaded that the Government's demand may be realised from the other properties of Pran Chandra Mookerjee. The Collector was directed to call upon Harinath and to examine the security bond. Harinath called on the Collector and informed him that the original bond had been sent to his Muktear at Rungpur for instituting a suit against the farmer under Regulation 7 of 1779. Later Harinath sent him a copy of the bond, which the Collector forwarded to the Board, remarking that this unregistered bond was dated 2 July 1820, whereas the bond given by Pran Chandra as the treasurer, which involved

<sup>22</sup>Murshidabad Nizamat Records, 1802-1831, Part I, Letters Issued, p 346.

<sup>23</sup>Brajendranath Bandopadhyaya, Ed. Sambad Patre Shekaler Katha, Volume I, p 221, 3rd edition (1956).

<sup>24</sup>Murshidabad Nizamat Records, 1802-1831, Part I, Letters issued, p 375.

<sup>25</sup>Ibid., p 411-413

the same properties was dated 23 January 1821. As the bond to Harinath was signed six months and twentyone days before the second bond, Harinath certainly had the right to confiscate them to satisfy his demand, though his right for doing so was awaiting the judgment of the Court of Justice. In spite of these findings, the Collector suggested that as Anand Chundra did not admit either owning the properties in question or of being a surety to Pran Chundra, the petition of Harinath may be rejected and the properties disposed of to realise the money embezzled by Pran Chundra.<sup>26</sup> The Board of Revenue approved the suggestions of the Collector on 18 June 1822, rejecting Harinath's petition, they referred him to the Court of Justice.<sup>27</sup> But before the order of the Board reached the Collector of Murshidabad, he got panicky in fear of Harinath obtaining a decree from the Court of Justice at Rungpur, so without waiting for the Board's approval he advertised the properties on 17 May, fixing the date of sale on 27 June. He was very angry and wrote to the Board that he had never come across such indecision even after serving this department for over twenty years. In the meantime he received an intimation from the Zilla Court of Rungpur, informing him of the suit instituted by Harinath against Pran Chundra and Hulladhur Mukerjee. He was requested to postpone the sale of Pran Chundra's properties. The Collector was in no mood to act according to the request of the Rungpur Zilla Court and sought for the Board's permission on 16 June, 1822, to sell Taraf Sekhallypoor to realise a part of the money embezzled by Pran Chunder.<sup>28</sup> The Board wrote to the Collector that in view of the Zilla Court's request, the sale of the properties may be postponed.<sup>29</sup> But they could not stick to their decision. Pestered by the Collector they ultimately agreed to sell Taraf Sekhallypoor. Soon however it was revealed that the Collector had sold this property even before the orders of the Board had reached him. He was severely reprimanded for this unlawful action. To which H. T. Travers, the Murshidabad Collector, wrote a long windy letter, stating that his intentions had been honest and he had no wish to go against the Zilla Court of Rangpur. Even then he proposed that Hoodah Poorsuttum-buttee may now be put on sale to realise the full amount embezzled.<sup>30</sup> The Board on the 5 July, recorded their displeasure at the action of the Collector and then cautioned him that the sale of Hoodah Poorsuttum-

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<sup>26</sup>Bengal Board of Revenue Proceedings of 18 June 1822 Range 79, Vol. 2, No. 20.

<sup>27</sup>Ibid., No. 21.

<sup>28</sup>Ibid., of 25 June 1822, No. 15.

<sup>29</sup>Ibid., of 28 June, 1822, No. 63.

<sup>30</sup>Ibid., of 5 July, 1822, No. 30.

buttee must be held on the date advertised and not earlier.<sup>31</sup> The proceedings certainly reads like a comedy of Laurel & Hardy where both the Board and the Collector were paying only lip service to the Court's request, while going about their business, as if Harinath's claim did not exist at all. Harinath, probably also realised this and bought Hooda Poorsuttumbuttee in the name of his wife Harasundari. Travers was fired by the Board at first and then reinstated.<sup>32</sup> J. Curtis, Judge of Rungpur Zilla Court forwarded to the Secretary, Board of Revenue a copy of judgement in favour of 'Coor Hareenauth Roy, Zumeendar of Pergunnah Bahurbund.'<sup>33</sup>

With increase in power, the character of the Board of Revenue was changing. All arrears of revenue were ruthlessly realised by the sale of lands. Lands were also sold for the satisfaction of a decree. Brajananda paid the arrears of Revenue of Jungle Mehal amounting to S<sup>a</sup> Rs. 6869-14-14-2.<sup>34</sup> Orders were issued to the Collector ordering that the gentlemen of the civil service were precluded from adopting the native style of dress.<sup>35</sup> Anybody contravening the order, was to be reported to the authorities.

Bengal was also changing fast. The Nadia Raj was losing properties along with the Raja of Dinajpore. Putwaris and Canoongoes who came in as farmers and lessees of the zemindars, made their fortune, changed their surnames, bought zemindaries in Revenue sales and tried even forcibly to enter the community of the zemindars, which they ultimately achieved in course of a generation. Captain Patton took the farm of the Saugar Island, while Raja Baidyanath Roy of the family of Raja Sukhomoy Roy, fought the Government for retaining the right of performing the funeral of the members of his family at the corner of his house in Ultadingi. Durga Puja holidays became an established custom in Bengal.<sup>36</sup> Zemindari now became the most important commercial venture. Even the merchants and businessmen sought to buy zemindaries, as a result of which the prices of zemindaries started to rise from 1825. Anybody who could spare the money became a candidate for buying

<sup>31</sup>Ibid., of 5 July, 1822, No. 31.

<sup>32</sup>Ibid., of 16 August, 1822, No. 21 (Vol. 5).

<sup>33</sup>Bengal Board of Revenue Proceedings of 24 September, 1822, No. 27 (Vol. 6).

<sup>34</sup>Ibid., of 10 September, 1822, No. 58 and of 21 February, 1826, No. 23.

<sup>35</sup>Ibid., of 21 February, 1826, No. 12.

<sup>36</sup>Ibid., of 3 January to 4 February, 1823 (Volume 16); of 11 March No. 15 and 14 March, 1823, No. 52B, (Vol. 18); of 14 March, 1826, No. 83, (Range 80 Vol. 13) and 13 to 31 December, 1822, No. 11 (Range 79 Vol. 11).

zemindaries either by private negotiation or at a Revenue sale. The golden age of zemindari can therefore be said to have started from this time. A tripartite struggle for power started between the zemindars, the bureaucrats and the Putwaris. In the first round of the struggle the established zemindars allied themselves with the bureaucrats against the Putwaris. The different regulations promulgated by the East India Company concentrated power in the hands of the Collectors. The Putwaris to save themselves from the alliance, bought over smaller zemindaries and thus completely camouflaged their characters. As a result of this, many of the smaller zemindars like Rani Krisnamoni Debi of Rajshahi came to grief. The power struggle of this period is as interesting as any other and requires the attention of research workers to reveal completely the eventful history of the time. The court cases also provide much information regarding the period. For instance suits like Juggeswar Misser, heir of Indernarain Misser vs Digumber Mitter and Bissonauth Mitter, heirs of Ramkanai Mitter deceased and Samsundar Mitter deceased, in the Zilla Court of Hooghly, show the importance in which land was held.<sup>37</sup>

Harinath himself got into trouble when Kismut Sankerpur and Saidabad were notified for sale by public auction at Murshidabad for arrears of revenue on Thursday, 7 June, 1825. It was so arranged that there were no bidders and Harinath managed to pay the revenue and retain the properties.<sup>38</sup> He revived the policy of keeping in close touch with the administrators, contributing to the public loan the princely sum of Rs. one lakh fifty thousands at 5 percent interest.<sup>39</sup>

It was around this period that the English East India Company became very much interested in the lands that rose from the rivers commonly called '*chur*.' The zemindars however have been fighting among themselves for their possession for long, now the Government also became interested in them. Instructions were issued to all Collectors to report about the ownership of the most fertile '*chur*.' According to this policy Ogilvie, the Collector of Nadia informed the Board of Revenue on 17 January, 1825, 'I beg to state for the Board's information that the Canoongoes of the Pargunnah Plassey lately reported to me that there

<sup>37</sup>Bengal Board of Revenue Proceedings of 21 March to 5 December 1825. (Vols 15 to 25).

<sup>38</sup>Ibid., of 17 March, 1826, No. 29.

<sup>39</sup>Murshidabad Nizamat Records, 1802-1821 of 15 July 1826, Part I, Letters Issued, pp 411-413.

were three churs, by name Chur Plassey, Chur Bidooparah and Chur Mirzapur in possession of Cower Harinath Roy situated in Purguunah Plassey which from his report, I consider liable to assessment. I therefore directed him to measure these churs, which he has done without meeting with any opposition whatsoever from (any other) zemindar or any other person; and from his measurement it appears that char Plassey consists of 1458 bighas and 15 Kattas, Char Bidooparah—114 bighas and 11 kattas and Char Mirzapur 878 bighas and 16 kattas.<sup>40</sup> Now one Mr. Savi complained to the Board that he had been an Indigo planter in Coolbereal for many years and had rented the three *churs* mentioned above from Raja Harinath Roy. but now Harinath had instituted a civil suit in the Murshidabad Court, demanding the rents due to him for 1233 and 1234 B.S. (1826-27 and 1827-28). In the meantime the Collector of Nadia had decreed that all *chur* lands now belonged to the Government. So Savi wanted to know who was the owner of the land and to whom the rent should be paid. He also requested the Government to stop Harinath from taking any action. The Collector wrote to the Board endorsing the appeal of John Henri Savi informing that the churs were really the old bed of the Bhagirathi river, which had already been decreed by him as Government property and the action had been sanctioned by the Board of Revenue. He complained that Savi had refused to accept the notice of eviction from the land but came to see him when everything was explained. The Collector now suggested that the *churs*, namely Plassey which now measured 1472 bighas and 9 kattas, Bidooparah—1247 bighas and 14 kattas and Gangaburatee (not Mirzapur) measured 2977 bighas and 16 kattas totalled to 5697 bighas and 19 kattas be leased out to Savi for four annas per bigha rent. The Board reacted sharply writing that if the incumbant paid Raja Harinath Re. 1 per bigha as rent, they saw no reason why the same rate should not be persisted even when giving a lease for ten years. The Board felt that the *chur* lands were very fertile and would rise in value every year as they would become more productive. They also wanted to have a report of the suit that Harinath had filed against Savi.<sup>41</sup> It is not at all clear why the Government suddenly got so much interested in the *chur* lands. The motive of Ogilvie, the Collector of Nadia is easier to explain. He had most probably come to some understanding with Savi and using the ever increasing authority of the Company, wanted to make some personal gain. The highhandedness of

<sup>40</sup>Bengal Board of Revenue Proceedings of 28 January, 1825, Nos. 26 & 27.

<sup>41</sup>Bengal Board of Revenue Proceedings of 29 April, 1828, Nos. 48 and 49.

the officials was steadily rising in many places, making them more unpopular than ever before. Ogilvie should not have forced Harinath to seek the justice of the law court. Young though Harinath was in age, he was the last person to be pushed around by any Company official. He instituted a suit against the Government not only for the *chur* but also the jungle lands.<sup>42</sup> Gone were the days when quick justice was the hallmark of the Company's administration. Though the judges in general maintained their independence and freedom from influence or graft of any kind, quite a few considered themselves to be almost Company officials. Harinath was not alive to know the successful conclusion of his suit, but his son reaped the advantages. It is debatable whether the Company pursued a practical policy in trying to confiscate the *chur* and jungle lands. Harinath's suit covered two other areas as well. Travers, the Collector of Murshidabad, forwarded on 5 February, the Persian Proceedings held by him on 31 January 1828, relative to *chur* lands situated in Taraf Hossenkooleepur in the possession of Harinath Roy, requesting the permission of the Board to investigate the right of the Government, under Regulation 2 of 1819. The Board permitted him to investigate.<sup>43</sup> (It has been suggested that this particular affair was instigated by Raja Odwant Singh, the patron of Shyamcharan Nandi in the plan of splitting the estates of Harinath.) A similar affair had arisen earlier when the Collector sought the permission of the Board of Revenue on 9 January 1828, for applying not only Regulation 2 of 1819 but also Regulation 9 of 1825 to the *Chur* lands in Mouza Khederpore which were under the possession of Raja Harinath Roy.<sup>44</sup> Everybody was not as courageous as Harinath to challenge the action of the Government in the Courts of Law. Many succumbed quietly, particularly the Muslim landholders of the time. Mian Sultan and Mian Meherjan lost all their *Chur* lands on the 'Khore Nuddee.<sup>45</sup> (Jalangi river in Nadia which connects Padma in the east to Ganga Bhagirathi on the west). The Government curbed their intention of questioning the action, by a show of power. Berhampore Cantonment area was increased after the demolition of the houses and huts commonly known as north bazar. A broad road was suggested to be made which would separate the Cantonment area from the city.<sup>46</sup> Almost simultaneously Rs. 37,000 was sanctioned to cut a straight path in the

<sup>42</sup>Ibid., of 2 January, 1829, Nos. 72 and 73, No. 47 of the Appeal, report of the officiating Secretary of the special Commissioner; and of 8 August 1828, Nos. 63 & 64.

<sup>43</sup>Ibid., of 16 February 1828, Nos. 73 and 75.

<sup>44</sup>Bengal Board of Revenue Proceedings of 16 February 1828, Nos. 78 and 79.

<sup>45</sup>Ibid., of 22 April, 1828, No. 30.

<sup>46</sup>Ibid., Nos. 25, 26 and 27.

Bhagirathi<sup>47</sup> by joining the two corners of the horse-shoe, thus preventing the river from entering into Cossimbazar. It will however never be known whether the loss of the sacred river from his home or the continuous law suits prompted Harinath to stay in Calcutta in the last two years of his life.

The Okhra Pargana in Nadia once belonged to Raja Krisnachandra of Nadia, who mortgaged the property to Rani Bhawani of Nator, who in turn mortgaged it to Babu Jagannath Roy of Dighapatia (son of Raja Dayaram Roy). Lokenath and Harinath having purchased the property from the Nadia Raja, there now arose a serious dispute when Pran Nath Roy, the son and heir to Jagannath claimed the property to be his. During the litigation it was found that the area of the Pargana was much larger than claimed by either of the litigants. This led Harinath to propose a division of the Pargana between them, which being accepted by Pran Nath, who sometimes called himself Chaudhuri (It was not known to many that Chaudhuris were the owners of Pargana only and that 'Roy' was synonymous to Raja or king. In their confusion and lack of knowledge many families still use both), an application was put up to the Collector for getting the sanction of the Board.<sup>48</sup> (These two gentlemen never realised then that the two families would join in wedlock in 1917 to produce a biographer to record their activities). Prannath however did not survive this agreement of 1827 for long and died on 18 March 1828 (7 Chaitra 1234) leaving behind an adopted son of a year and a half named Prasanna Nath and his 35 years old wife Sankaree. The Collector was asked to appoint a guardian.<sup>49</sup>

Harinath used the Court of Law for defending himself, The Nadia Collector, Ogilvie, complained to the Board on 10 July 1827, that the cannongoes had reported that it had been practically impossible to get the papers of Pargana Boorun, consisting of Mouzas Chittoorar, Rameelal, Hajeepur and Nobatbattee either from the owner Harinath Roy or from the Izaradar of these mahals, Brindaban Bose. The Board agreed that their Putwarris accounts could not be finalised without the papers of these mahals and asked the Collector to enforce sections 31 and 32 of Regulation XII of 1817. The Collector was sent a copy of the notice issued to the Izaradar and the owner.<sup>50</sup> Harinath immediately appealed

<sup>47</sup>Ibid., of 7 December, 1830, No. 14.

<sup>48</sup>Ibid., of 10 July 1827, No. 53.

<sup>49</sup>Ibid., of 9 May 1828, Nos. 49 and 50.

<sup>50</sup>Bengal Board of Revenue Proceedings of 10 July 1827, Nos. 53A and 54.

to the 2nd Judge, Belvedere, to stop the application of the Regulation XII and to declare it to be unjustified. The enforcement was stopped. Judge M. H. Turnbull forwarded on 9 November 1827, to the Board of Revenue, the original petition of Harinath and others to be forwarded to the Commissioner in Nadia for a full report as required by the 2nd Judge, Belvedere.<sup>51</sup> All this must have prompted the Vice-President of the Board to remark in his long report, 'The natives are never slow in discovering how they may turn any new Rule to their advantage.'<sup>52</sup>

That the natives were using the Courts of Law frequently since its inception with expertise will be evident by a cursory glance at the Note Books of Justice Hyde.<sup>53</sup> In the nineteenth Century they considered the Court of Justice to be the only place for redeeming their grievances. Walpole, the 2nd Judge forwarded the transcription of a suit entitled, Raja Harinath Roy, Plaintiff versus Bhagatnath Roy, on 1 August 1828.<sup>54</sup> Bushby, Secretary to the Board of Revenue wrote to the Calcutta Court of Appeal (No. 3019) that the Collector of Birbhum had been instructed not to disburse the proceeds of sale of lot Indus. The Birbhum Collector explained on 5 August 1828, that as a suit had been instituted by Raja Harinath Roy, the owner of the property against the lessee, the money received by the sale of lot Indus along with the surplus should not now be disbursed to the Board of Revenue.<sup>55</sup>

The reaction of the people of Calcutta as can be discerned from the newspapers was favourable to Harinath. Everything about him became news. On 4 February 1826 the information was flashed that Raja Harinath had come from Murshidabad and was now living in his Kabardanga House.<sup>56</sup> (literally Kabardanga is land of the graveyard, here it means the land beside the graveyard, this is the earliest name by which 302, Upper Circular Road premises were known, later it was called Mirzapur Bagan and even later Rani Kuthi, which name persisted till the 20th century. Kabardanga English School, which was perhaps the forerunner of the Victoria Institution was started in this house in 1834.) On 18 September 1827, the vernacular newspapers reported that

<sup>51</sup>Ibid., of 24 November 1827, No. 5.

<sup>52</sup>Ibid., of 9 January 1827, No. 45.

<sup>53</sup>Somendra Chandra Nandy, *A Second Look at the Note Books of Justice Hyde; Bengal Past and Present*, Vol. XCVII No. 184, Jan.-June, 1978, pp. 24—35

<sup>54</sup>Bengal Board of Revenue Proceedings of 8 August, 1828, No. 82.

<sup>55</sup>Ibid., of 8 August 1828, Nos. 83 and 84.

<sup>56</sup>Brajendranath Bandopadhyaya, *Sambad Patre Sekaler Katha*, Part I, p 221.



on 15 Bhadra, Raja Harinath was blessed with a son, his third, on which occasion Brahmins and Baisnabs received a lot of gifts of clothes, ornaments, food and sweets.<sup>57</sup> Harinath had three sons and three daughters, but at the time of his death, only his eldest son Krisnanath and the second daughter Govindasundari were the only surviving children. On the 16 June 1830, the newspapers reported happily that Harinath had won a decree and a writ against the Jagat Seth at the Supreme Court. This was confirmed by the Nizamat.<sup>58</sup> The case is extremely interesting. Jagat Seth Govind Chund had instituted a suit against Raja Harinath Roy in 1822. His contention was that the defendant induced him to sell some diamonds and jewels valued at Rs. 60,000, because he wanted to be resplendent in his gorgeous costume when he would see the Governor General. According to the plaintiff the defendant agreed to pay back Rs. 40,000 and interest at the rate of 12 percent from 1822. The defendant's case was that he was coming to Calcutta for the purpose of defending a suit. Jagat Seth Indrachand, the father of the plaintiff was indebted to him for Rupees one lakh besides interest. When he demanded the payment of the debt, Indra Chund sent him jewels which he claimed to be of the worth of Rs. 40,000 but when they were in Calcutta, they were found to be worth only Rs. 13,000. Indra Chund who was very ill at the time, died a few days after Duniram Dubey, his Manager had seen Harinath and requested him not to press his claim immediately because of the illness of his master. Raja Harinath however got a decree for the full sum of Rs. 1,00,000 together with interest.<sup>59\*</sup>

The discovery of several cash books and ledgers of Harinath have given more information about him. These cover the years 1227 to 1238

<sup>57</sup>Brajendranath Bandopadhaya, *Sambad Patre Sekaler Katha*, Vol. I, p 121.

<sup>58</sup>Murshidabad Nizamat Records, 1802-1831, Part I. Letters Issued, p 524.

<sup>59</sup>(a) Jagat Seth Govindchand vs Rajah Hurrinath Roy, Supreme Court, 1830, as reported in N. K. Sinha, *The Economic History of Bengal*, Vol. III (1970), pp 75-76.

(b) Calcutta Ledger of Harinath of 1236 (1829-30).

\*It is difficult to see Harinath resplendent in jewels and ornaments, as the oilpainting of his that is available, which was made in 1830-32 shows him as not wearing even a single ornament. There is no head dress, neither any bright sherpanch, as can be found in the paintings of other landlords. This picture was of a man who considered the show of wealth to be vulgar, demonstrating the basest in human nature. He stands in the painting in an ordinary formal dress, with head bare and completely clean shaven in the fashion of his father and grandfather. His character is revealed in his large eyes and the thick and firm lips.

This is most certainly an unusual phenomenon. In the 18th century almost every where in the world, be it Japan or China, England or India, improvement in status was demonstrated by gorgeous and resplendent dresses and jewellery. The betterment of the family's position in the society can always be pointed out in their pictures. Neither Harinath nor his son Krisnanath wore any jewellery or bright dresses for their paintings.

or 1820 to 1832, which is almost the full period of his life after attaining majority.

1. Cash book of Calcutta account	1227 or 1820-21
2. Do. of Khajnakhana, Cossimbazar (incomplete)	1230 or 1823-24
3. Do. of Household, Cossimbazar (incomplete)	1230 or 1823-24
4. Do. of Calcutta account	1231 or 1824-25
5. Do. of Calcutta account	1236 or 1829-30
6. Ledger of Calcutta account	1236 or 1829-30
7. Do. of Khajnakhana, Cossimbazar	1236 or 1829-30
8. Do. (incomplete) and rough cash book of Khajnakhana	1236 or 1829-30
9. Cash book of Khajnakhana, Cossimbazar, Part I, Baisakh to Aswin	1236 or 1829
10. Do. Do. Part II, Kartick of Chaitra	1236 or 1829-30
11. Cash book of Calcutta account	1237 or 1830-31
12. Do. (only from Baisakh to Kartick 1-4)	1238 or 1831

Now therefore there are 14 books of accounts relating to the majority of Harinath. There are two of 1820-21 (1227), one of 1821-22 (1228), two of 1823-24 (1230), one of 1824-25 (1231), six of 1829-30 (1236) and one each of 1830-31 (1237) and 1831-32 (1238). It will be found from these books of accounts that though Harinath generally lived in Cossimbazar, he used to come to Calcutta at regular intervals. It is also worthy of note that the Calcutta establishment had become much more important than it ever was. Harinath showed more interest in Calcutta than his father and purchased further properties there. Harinath's involvement in the ventures of Prince Dwarkanath Tagore and in the Companies patronised by him will certainly be of great interest to the reader. Losing money in these business ventures may have prompted Harinath to concentrate more on zemindary, where the hazards were negligible and there was much more knowledge and experience about them. What is remarkable is that he never tried to get back his money from Dwarkanath through the Courts of Law which the other lenders did and gained different parts of Dwarkanath's property. He remained constant in his friendship.

Before that it is time to plunge into the different books of accounts, chronologically and find out what information they have to offer.

*The Cash Book of 1227 (1820-21)*<sup>60</sup>

This is the companion volume of the Calcutta ledger of the same year. Between the two of them they provide a complete picture of the accounts in detail. The cash book is extremely well written. The year started on 1 Baisakh 1227 which was 12 April 1820. The different suits are separately noted so that the expenses can be differentiated. The suit of Bolaki Singh and the suit of Samirpur *char* saw different counsel being engaged, their names can be read as Strettell, Carey and Spankie. The most important suit however was the challenge to divide the property, by Shyamcharan and Ramcharan, on the successful conclusion of the first round of the fight Harinath mistakenly thought that this was the end of all his troubles and spent profusely giving special gifts of money to almost all his employees (26 Chaitra/7 April). If anybody is interested in the growth of sweets in Calcutta, it will be interesting to note that the *monoranjana*, a *sandesh* had made its appearance, *badam-barfi* also became popular at this time, four seers of each costing Rs. 12 was taken by Harinath to Cossimbazar for the Saraswati Puja.

*The Cash Books of 1230 (1823-24)*

There are two cash books of 1230 but both of them are incomplete. The first<sup>61</sup> is the rough cash book of Khajnakhana which has been started on 1 Baisakh (12 April) but has ended inexplicably on 28 Aswin or 6 October. This cash book shows that Harinath has been successful in driving out his cousins from his kitchen and house. The days of *Khas Rasoi* and *Mota Rasoi* were over. The food that was given to Brajananda was entered separately by his name as he was the last survivor in the house, but before Harinath returned from his pilgrimage, Brajananda also disappeared. Now the kitchen was simply called '*Nija Khas*' (one's own) which was divided in four parts. The first was invariably Expenses of the Honourable Deities, the second was now curiously called, 'Belonging to the female proprietors', the third which was used by Harinath and his wife was again simply called 'inside the house', the last was now called 'Bhandarkhana' or store house where the rest of the household had their meals. The total expenses were thus reduced to half. The present consumption of vegetables the variety of which was the same, came down to 7 seers per day instead of 20 seers consumed previously. Harinath's wife consumed fish three or four days a week, but it was served to the common

<sup>60</sup>The Cash Book of 1227 (1820-21) of Calcutta.

<sup>61</sup>The rough Cash book of 1230 (1823-24) of Khajnakhana (incomplete).

kitchen only once a week. The consumption of pan (betel leaf) had been also reduced to about 200 per day. It is evident that Harinath was in full control of his house and affairs.

The second cash book<sup>62</sup> is even more curious. Starting on 1 Baisakh it has ended on 5 Aghran or 19 November. Most of the pages, after putting the Bengali and English dates and the day, have been left blank. After the end of every month 10 pages are left for writing the summary of the accounts of the month, but they are all left incomplete or blank. Suddenly the cash book comes to life on 10 Bhadra (25 August 1823) and goes on till 27 Aswin (12 October), then intermittently stopping on 5 Agran (19 November). In this short space of time however, it gives a lot of information. It is known that Harinath went on pilgrimage to the three places most sacred to the Hindus. First he had gone to Gaya, performing the '*pindadana*' ceremony of his father and grandfather, from there he visited Prayag (Allahabad) having his bath at the confluence of the three sacred rivers, then he had gone to Kashi (Benares) offering his respects to the great god Biswanath. On his way back home he had stopped at Katwa and from there visited Srikhanda and the places sacred to the Baisnabs. From Prayag he had sent Rs. 300 worth of 'Puja' to the deities in Brindaban. He had started his pilgrimage in Magh (February) and came back in Ashar (July), the trip taking almost five months. All the way he travelled by boats spending almost Rs. 7000. Gone were the days of *Mayurpankhis* now they were simply called '*Chhip*'. In three *Chhips* or pinnaces and a 'Makar-faced' boat Harinath made his trip with 13 sepoys, 20 servants, 4 officers, 6 manjis and a tremendous number of Dandis, for he did not want to waste any time on the way. He had started as soon as his son Kumar Krisna Nath became one year old. When he came to Srikhanda he kept with him only 11 sepoys including a Sardar and sent the rest of the party home. Here 9 *barkandaj* joined him along with 3 *chopdars*, 2 *chharibardars* and 2 *sotabardars*. He also had with him Gurudas Kabiraj and Radhashyam Kabiraj, physicians. It is not certain whether they accompanied him for the whole of the trip or joined him only at Katwa. There was another one, Shambhu Nath Sarma-Maitra who called himself 'doctor' to keep the distinction between the Kabirajs who were Baidya by caste and himself who was a Barendra Brahmin.

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<sup>62</sup>The Cash Book of 1230 (1823-24) Incomplete.

Harinath became a father the second time when on 2nd *prahar* of the night of 22 Bhadra, Harasundari gave birth to a daughter. On 28 Sravan, Badhurani was given '*Bhaja*' a ceremony denoting that she was one month away from childbirth. As cold water was one of her preferences '*Sora*' (saltpetre) was bought and stored to cool water regularly.

The other interesting informations that the cash book provides, are that Harinath's *Punyaha* was celebrated in Bhadra when advances ranging from Rs. 4 to Re. 1 were given to all the officers for giving the usual *nazar* to Harinath. By holding the *Punyaha* he established himself as one of the important zemindars of Bengal. The Rani Thakurani, the mother of Harinath held a special puja of the deity for Harinath's safe return and on the occasion a feast was organised in the Golabari where she was personally present.

56 munia birds were bought for Rs. 4-8-0 and were placed in the *Chiria-khana*. The *nahabat* was established in the house, the cost of which came to Rs. 10 per month. Kumar Krisna Nath, born in 1822, was a weak child and was prescribed goat's milk which he had every day. The *Jhulanjatra* of the deity Sri Sri Laxminarayan was held as usual which cost Rs. 15-15-10. Harinath presented the deity a golden *Singhasan* (a small seat with lions) which cost him a thousand rupees. Now a *nagar-sankirtan* (singing devotional songs while walking through all the important streets of the city) was organised. Two big kirtan parties were engaged and the cost came to Rs. 54-6-0. The veneration fees he sent out to the Brahmin-Pundits came to over Rs. 500. He sent them to the important lawgivers settled at different places like Rampara, Hatinagar, Jaukhola, Byaspur, Bramhapur, Kalikapur, Bipraghata, Khagra, Bhatpara, Tantipara, Chunakhali and Cossimbazar, all in Murshidabad. His list included such eminent Bhahmins like Krisnanath Nayapanchanan and Ramsundar Tarkabagish who were running the school of Sanskrit teaching, as well as Ramsundar Tarkapachanan, Gangadhar Nayalankar and Gopikanta Vidyabagish of Saidabad. He also sent veneration fees to Nadia and Nabadwip where Raghunath Nayapanchanan was running his well known Sanskrit Chatuspathi (school). All this ended with the rainy season and preparations were made for the annual Durga Puja festivities which Harinath had established from 1821. Jagat Seth visited the house during the Puja and attended the musical evening that was organised on the occasion. Jagat Seth was paid a *nazar* of Rs. 25 while each of his sons and nephews Gobinchandji, Bishanchandji and Dhakelchandji were given *nazars* of small amounts.

Harinath performed the Sradh ceremony of his maternal grandfather Bisweswar Mondal on 26 Kartick (10 November) as he had no sons for Rs. 59-13-5. A special door was put in the '*Andar Deuri*' (gate to the lady's apartments) and guards were arranged, presumably to prevent the litigant cousins and their families from gaining access. The security of the house was also improved.

*The Calcutta Cash Book of 1231 (1824-25)*<sup>63</sup>

Early in the year Harinath had purchased a property on 5 April, 1824, from Sheikh Abdulla for Rs. 24,000 in Calcutta consisting of a garden and the old house of James Forbes which was constructed in 1800. This place was now given the name of 'Mirzapur garden' and Harinath proceeded to repair the place and plant fruit trees (see: Chapter III, footnote 42.). He purchased mollasses to repair the roof of the building. in spite of his attempt to call this new garden by a better name, it continued to be called by its former name *Kabardanga Baganbari* (the house and garden of the graveyard.) because of its proximity to the muslim graveyard which was adjacent to the property on the north-eastern side. The Thanadar (Police) of the Kabardanga Thana, Mirza Abbas Ali was paid Rs. 4-8-0 so that he kept an eye on the house (15 Aswin). The repair of the house was undertaken next, which cost Rs. 68-4-0 (7-13 Kartick) and Rs. 9-8-10 was spent for buying saplings of fruit trees (14 Kartick). Harinath came to Calcutta in Aghran and paid a visit to the property. Nobody thought the place, even after being repaired, fit for living, so it was decided to develop the place as a garden. One Ramsankar Das paid Rs. 60 and took the new garden on lease for one year (15 and 23 Aghran). As it was felt that the soil would grow green peas, the planting of them in a large scale was approved (5-6 Pous). Nandaram Sardar Mali of Jajpur was put in charge of the garden at the salary of Rs. 8 per month. He was given the authority of engaging eight assistant malis at the rate of Re. 1 each. per month. Bhimraj Mistri of Chorbagan was asked to stay in the house to continue its repair. Old Gour Chhutar (carpanter) Mistri was brought down from Cossimbazar for the wood-work along with Gobinda Raj Mistri (brick layer). The sale of Rs. 10 worth of fruits was credited on 28-29 Magh. Sakina Banoo, the leader of the Muslims of the locality was paid this money, presumably to create good relations in the neighbourhood. (It is to be noted that at least some of the fruits came from the trees planted by her earlier.)

<sup>63</sup>The Calcutta Cash Book of 1231 (1824-25).

The Calcutta properties of Harinath are listed as follows (besides of course his dwelling house in Chitpore); Mirzapur Natun Bagicha, Naya Bagicha Ultadanga, old garden of Ultadanga, Halsey's Bagicha, Bowbazar house, Jorabagan house, Hanspukur house, Nimakgola in Chitpur, Nimtolla land and Kutribhara (rent of rooms) of Chitpur. The taxes paid for some of these properties will prove to be interesting, Chitpur house, 1824, May to July, Rs. 30, Bowbazar house for the same period Rs. 18. Nimtolla land, Nov. 1823 to July 1824 (3 Quarters), Rs. 30-2-10 (10 Aswin), Nimakgola, Baisakh to Aswin 1231, Re. 10-10-0 (2 Quarters, 13 Aswin). Jorabagan house, Feb. to July 1824 (2 Quarters), Rs. 5-6-10 (14 Kartick) and Hanspukur house Rs. 3 per Quarter.

The cash book starts on 1 Baisakh (12 April), Monday, ending on the last day of Chaitra. Religion as usual played an important part though not as great as found in the Khajnakhana cash books. On the first day of the year Rs. 101 was sent to Cossimbazar for the worship of the family deity Sri Sri Laxminarayan Jiew. The writing of the first few lines of the cash book by Harinath himself as the proprietor seems to have started from this year. On 4 Baisakh, worship of the Kalighat Kali was offered at the cost of Rs. 104-4-10. Panchanan Siromoni continued to perform regular worship for victory in the Court of Law. Kirtichandra Tarkachudamani assisted him (28 Baisakh, 1-4 Aswin). *Puja-parbani* was paid to various persons, which included eminent Brahmin-Pundit like Bhairabchandra Tarkasaraswat, the lawyers of the Supreme Court, members of the Board, the Thanadar of Halsibagan and the servants of Dwarkanath Tagore (8 Aswin, 1 Kartick, 23-31 Aswin). *Dipanwita* expenses were however only Rs. 1-7-10 (6 Kartick). Birupaksha Bhattacharyya was paid Rs. 10 to start his trade as an astrologer (22 Aswin).

The Calcutta establishment was considerable. Bhagabat Nath Roy is no longer found. Kamallochan Mukhopadhaya was heading the staff which were as follows :

1. Kamallochan Mukhopadhaya	Rs. 45-0-0 per month
2. Raj Chandra Chattopadhaya	,, 30-0-0 ,,
3. Ganganarayan Sinha	,, 25-0-0 ,,
4. Gobindahari Barat	,, 20-0-0 ,,
5. Mathuranath Pal	,, 15-0-0 ,,
6. Tilakchand Khansama	,, 15-0-0 ,,
7. Rammohan Mukhopadhaya	,, 10-0-0 ,,

8. Jagannath Mukhopadhaya	Rs.	10-0-0	per month
9. Bhairab Bhattacharyya	,,	9-0-0	,,
10. Panchanan Siromoni	,,	8-0-0	,,
11. Guruprasad Bhattacharyya	,,	8-0-0	,,
12. Mahesh Chandra Majumdar	,,	7-0-0	,,
13. Gangaram Sardar Mali	,,	5-0-0	,,
14. Kamalakanta Chakrabarti	,,	4-0-0	,,
15. Gangadhar Daftari	,,	4-0-0	,,
16. Rammohan Daftari	,,	4-0-0	,,
17. Amiruddin Peada	,,	4-0-0	,,
18. Ebrahi Durwan	,,	4-0-0	,,
19. Hinumali Bagani	,,	3-0-0	,,
20. Gobindamali Bagani	,,	3-0-0	,,
21. Laxmi Harini	,,	3-0-0	,,
22. Ramtanu Ganguli	,,	2-0-0	,,

Others who helped the administration were:

Chhidam Mistri of Halsey's garden, Krisna Gharami (house builder) of Mechhuabazar,

Ramhari Mistri Chhutar (carperter), of Cossimbazar,

Paran Patra Modi (grocer) of Kalighat,

Jaynarayan Dutta Modi (do) of Chitpur,

Darpanarayan Das Tamakoowala (tobacco man) of Jarasanko,

Brindaban Chunari (lime supplier) of Jorasanko,

Aluku Methar (sweeper) of Pathuriaghata,

Niamat Bhisti (road-watering man) of Dacca,

Harinath came to Calcutta in Aghran. Everything was cleaned and washed so that he would be satisfied by the condition of the house. The expenses for the purpose were Rs. 20. The *Nahabatkhana* over the Sadar (main) gate and the *Thakur-ghar* (room of daily worship) on the third story of the house were lime-washed. The *kutri-bhara* was collected. The account of the *Tejarati* (loan) book for which Harinath had sanctioned Rs. 1000 on 8 Aswin was completed (3 and 5 Aghran).

On 25 December (12 Pous), *dali* was sent to the various Europeans, each of whom was paid a *Nazar* of Rs. 2. Kamallochan Mukhopadhaya personally accompanied all the dalis and paid the *Nazar*. These presentations cost Rs. 130-0-15 and consisted of sugar, *badams* (almonds) sultanas, bananas, oranges, *batabi nebu* (the shaddock), and 14 *katta* fishes which



which came to  $3\frac{1}{4}$  maunds in weight. The presentations were sent to Chief Justice Macnaughton, third Judge Bunar (?) Counsels Pearson, Torton, Stacey, Kenac and Strettell; Board members Patton, Troeber and Secretary Hunter; and Stanley, Kendall and Mackenzie of Munshikhana. Troeber refused the *dali* at first but accepted later when his father was given another with the usual *nazar*. Torton refused the dali which was then given to Stacey. The cost of sugar was the highest 13 *kundas* costing Rs. 40-14-5, the weight being 2 mds. The cost of sultanas and almonds was Rs. 3 each for 4 seers and 8 seers respectively.

Harinath received the title of Raja Bahadur on 26 February 1825, therefore during *doljatra* sent a special worship to the house of Mahaprabhu Sri Chaitanya at Katwa as an expression of his grateful thanks. (21-22 Falgoon).

As both the cash book and ledger of the Calcutta accounts are available, it is easier to study the career of Harinath during the year 1236 (1829-30). It seems that Harinath was at the height of his power, prestige and efficiency. His zemindari was yielding good income, the profit of which he was regularly investing in 5% Promissory Securities issued by the Government which were renewed regularly. For any default of his zemindari lessees he was using the '*saptam*' or Act 7, as it was usually called, in getting a decree against them. He won the long drawn suit against his cousins Shyamcharan and Ramcharan who were supported by Raja Odwant Singh (Nashipur). He got a decree against all three of them. Harinath received the cost of the suit amounting to Rs. 2533. Petition for attachment of their properties was filed on 1 February 1830. Summons were issued to all the three accused (25-26 Falgoon) immediately.

He went to win the suit against Jagat Seth Bissenchand (he was the younger son of Jagat Seth Harakchand and a younger brother of Jagat Seth Indra Chand, as such he was not entitled to the title Jagat Seth which legitimately belonged to Jagat Seth Gobind Chand, the son of Jagat Seth Indra Chand). Harinath got a decree of Rs. 65,000 against Bissenchand. As a result of this suit the *Kuthibari* of the Jagat Seths in Calcutta (or really the half of it of which Bissen Chand was the owner) was put up for auction and was bought by Harinath for Rs. 32,000. This property being situated in Burrabazar was considered to be an important acquisition (29-30 Falgoon). The suit against Jagat Seth Gobind Chand, which

has been already discussed earlier, also went in favour of Harinath (1 Chaitra). He got a decree against him for Rs. 1,00,000 plus interest. Harinath's desire to auction the other part of the Kuthibari did not materialise as the Jagat Seth paid him off in full.

Harinath had been helping his friend Dwarkanath Tagore in his commercial enterprises. In 1827 Dwarkanath had borrowed Rs. 75,000 at 4% interest from him when the bazar rate was as high as 12%.<sup>64</sup> Next year the consortium of the Bengal aristocracy which raised a crore of rupees for the various ventures of Dwarkanath consisted of not only businessmen but also big zemindars including Raja Baradakant Roy of Jessore, Durgacharan Mukherji of Bagbazar, Rani Katyayani of Paikpara and Raja Harinath of Cossimbazar.<sup>65</sup> Harinath in the year under review proceeded to give large loans to the Companies under the management of Dwarkanath. He gave Rs. 1,20,000 to Mackintosh Company, the note of hand for Rs. 43,000 was signed by Mr. Fulton, others by Ramnath Tagore. The loan to Alexander & Company came to Rs. 2,17,781 which was executed by Mr. Calder (2 Jaistha, 4 Jaistha, 19-32 Ashar and 25 Sravan). Both the companies agreed to pay 8% interest on the total loan.

The cash book had been elaborately repaired. Apart from the Bengali and English years, it has another year for the first time, 'Sambat 1886.' There is a sloka in Sanskrit horribly mis-spelt, '*Ganesha Girija Krisna Chandra Aditya Maheswara/Pita Guru Param Bramha Chitragupta Namastu te*'. No doubt Ganesha worship was performed on the first day of the year which cost Rs. 101. The beginning of the year was celebrated by *Sahit Puja* for Rs. 133-3-0. The Durga Puja was celebrated with great pomp at Cossimbazar. Kabials and their dhoolis were taken from Calcutta who were paid Rs. 1450 (see details in the ledger, 7, 8, 9, 18-30 Aswin). The regular worship of the Kali at Kalighat by Panchanan Siromani was continued (26-27 Aghran, 5-6, Magh etc.). After the suits were successfully concluded Harinath ordered that Ramram Siromani be sent to Cossimbazar on 23 Chaitra or 4 April, for singing (Kathakata) the Bhagabat Purana from that date till the end of the month of Baisakh (a month and a week), presumably as was usual, he sang the whole book in daily instalments. Siromani was contracted to be paid for his travelling by

<sup>64</sup>B. B. Kling, *Partner in Empire* (1976, California Press), p 30.

<sup>65</sup>Kishori Chand Mittra, *Memoir of Dwarkanath Tagore*, pp 7-9.

boat, food and fees, a total amount of Rs. 500 of which Rs. 50 was paid as advance.

Harinath invested over Rs. 20,00,000 in Promissory Government Security Bonds (Notes) bearing 5% and 6% interests. The cash book Indianised the name calling them Parameswari Notes. These were renewed regularly as soon as the term expired. A *hoondi* of Rs. 50,000 was received in Calcutta from the Collector of Murshidabad. This is presumed to be the interest on the Promissory Government Security Bonds. The *hoondi* was deposited into the Treasury as a part payment of Revenue for the zemindaries (5 Baisakh). This was done regularly hereafter. Alexander & Co. paid interest on their loan of Rs. 16,236-11-0 (14 Falgoun) and Mackintosh Co. paid Rs. 50,000 (25 Sravan). It is not clear whether the latter Company paid part principal and interest.

The Mirzapur house was repaired and used for living. An establishment headed by Kalidas Banerjee was sanctioned. Satrughna Sardar Mali now looked after the garden as it was still very much a garden-house (4 Jaistha). Others were Said Miran Khansama, Baramadi Khansama, Dokori Chhabawala, Khudi Chowdhury, Sakina Bewa and Golam Khansama (31 Chatra).

After the cash book of 1236 Calcutta accounts<sup>66</sup> the ledger of the year may be examined.

It seems that Harinath was not in the best of health and was living in Calcutta for treatment. He had in the meantime discovered who his real tormentor was, and persecuted Odwant Singh in all the Courts of Law.

*The Calcutta Ledger of 1236 (1829-30)*<sup>67</sup>

	Income	Expenditure
1. Kutribhara	764-1-0	×
2. Halsey's garden	1010-9-0	×
3. Bahubazar property	1178-8-0	×
4. Jorabagan property	204-4-5	×
5. Old Ultadanga garden	20-11-5	×

<sup>66</sup>The Calcutta Cash Book of 1236 (1829-30).

<sup>67</sup>The Calcutta Ledger of 1236 (1829-30).

	Income	Expenditure
6. New Ultadanga garden	32-6-10	×
7. Nimtolla property	257-0-0	×
8. Salt godown at Chitpur	40-7-10	×
9. Ramnath Ghosh, Izaradar of fruits	55-0-0	×
10. Newly purchased garden in Mirzapur	71-4-0	×
11. Cossimbazar account	21,00,058-10-0	20,54,012-11-10
12. Kalighat Puja	nil	nil
13. Miscellaneous	×	170-15-10
14. Help (Khairat)	×	15-11-0
15. Taxes	×	220-1-10
16. Rents	×	63-11-5
17. Stationery	×	30-11-0
18. Postage	×	52-9-15
19. Building department	×	14-1-0
20. Zemindari expenses	×	×
21. Supreme Court expenses	×	2,625-8-0
22. Mr. Strettell, Counsel	×	3,435-12-0
23. Kamal Lochan Chaudhuri	×	629-15-10
24. Gobinda Hari Barat	×	433-9-0
25. Raj Chandra Chattopadhyaya	×	335-0-0
26. Biswanath Mukhopadhyaya	×	118-8-0
27. Mathuranath Pal	×	252-8-10
28. Mahesh Chandra Majumdar	×	76-7-5
29. Ananda Chandra Mukhopadhyaya	×	8-0-0
30. Kamalakanta Chakrabarti	×	76-13-0
31. Jagatnarain Sarkar	×	20-0-0
32. Kashinath Chakrabarti	×	35-0-0
33. Rammohan Daftari	×	42-0-0
34. Ramtanu Ganguli	×	40-1-10
35. Kalidas Banerji	×	40-12-0
36. Kanu Mallick Peada	×	52-0-0
37. Ebrahi Darwan	×	44-0-0
38. Gobindaram Mali	×	24-0-0
39. Satrughna Hadi's wife Laxmi Hadini	×	32-14-0
40. Satrughna Sardar, Mali for Mirzapur Bagicha	×	285-8-0

	Income	Expenditure
41. Panchanan Siromani	×	72-0-0
42. Paran Patra, grocer	×	19-3-0
43. Court expenses	1479-0-15	6070-0-10
44 to 50. (pp 75-77) small accounts omitted.		
51. Amanat (advances) recovery	3500-0-0	×
52. Baidyanath Panda	×	161-2-0
53. Lalit Roybabu	×	224-10-0
54. Ramratan Sanyal	5010-6-10	5010-6-10
55. Mr. Ian Hay	4900-0-0	4900-0-0
56. Treasury accounts	18,05,460-0-0	18,05,461-0-0
57 to 67. (pp. 81-89) small accounts omitted		
68. Alexander & Co.	2,17,781-2-0	2,17,781-2-0
69. Kanailal Boral	2,007-12-0	2,077-12-0
70 to 77. Small accounts omitted		
79. Mackintosh & Co.	Rs. 1,20,000-0-0	Rs. 1,20,000-0-0
80. John Henry, Surgeon	Nil	Nil
81. Brown Company	„ 1,382-6-0	„ 1,382-6-0
82 to 86 (pp. 97-99) Omitted.		
87. Ramratan Basu, Kabial, Salikha	„ 600-0-0	„ 600-0-0
88. Ramnath Joogi and Gourmohan Majumdar, Kabials, Champatala	„ 550-0-0	„ 550-0-0
89. Gobardhan Das Dhooli		„ 150-0-0
90. Rammohan Das, Dhooli		„ 150-0-0
91. Madanmohan Chatterjee	„ 2,000-0-0	„ 2,000-0-0
92. Radhakanta Majumdar		„ 30-4-0
93. Dwarkanath Tagore (p. 101)	„ 1,954-1-0	„ 1,954-1-0
94. Kartick Dutta	„ 25-9-0	„ 35-0-0
95 to 98. Small accounts omitted.		
99. Dayal Chand Basak	„ 1,302-12-15	„ 1,302-12-15
100. Jarip Daftar		„ 6,825-6-15
101 to 104. Small accounts		

The ledger has 120 written pages. The items of interest are in the several properties, the staff, the Supreme Court and other court accounts, the several Companies in which Harinath invested, in the Cossimbazar and the Treasury accounts which demonstrate that the total annual investment by Harinath in Promissory Bonds had risen to twenty lakhs of

rupees. The Kabials and their dhoolis however, remain his constant interest. Dwarka Nath Tagore who was the Raja's legal agent in Calcutta, makes his appearance by taking a small loan directly in his own name. He was also associated with Mackintosh and Company which was one of the major agency houses in Calcutta. The Tagores were interested in this Company since the times of Gopimohan. Harinath fortunately did not have to see the failure of the Company in January 1833,<sup>68</sup> which put his minor son into a lot of trouble. The Bank of Hindoosthan founded in 1770 was one of the four banks of the city which was owned by Alexander & Company. Dwarkanath was also associated with this Company which closed its doors in December 1832. Apart from Banking, Alexander & Company was interested in sugar production, coal mining and management of properties. In Ranigunge, Carr, Tagore and Company, inherited Alexander and Company's contracts for supplying coal to Government vessels. It is probable that Brown Company was the Brown Rushausen Company of Buenos Aires, with whom Dwarkanath corresponded from 1822.<sup>69</sup>

The Khajnakhana account of Cossimbazar is known through four books of accounts. Unfortunately all of them are incomplete and sketchy. Harinath was in Calcutta and not very well either resulting in the Khajnakhana account being ill maintained. To avoid repetition all these four books of accounts will be taken together. They are :-

1. Khajnakhana Cash Book Part I, Baisakh to Aswin, 1236 (1829-30)<sup>70</sup>
2. Do. Part II, Kartick to Chaitra, 1236 (1829-30)<sup>71</sup>
3. Khajnakhana Ledger, Baisakh to Chaitra, 1236 (1829-30)<sup>72</sup>
4. Do. rough cash book and ledger, Baisakh to Chaitra, 1236 (1829-30)<sup>73</sup>

The two parts of the cash book are huge in size, each page was written by three accountants which was perhaps a measure of safety devised by Harinath. Religion was always the most important item of expenditure. Besides the deity Laxminarayan Deva Thakur, now separate expenses were allotted to another deity Radhagovinda Deva Thakur, which was an image of Krisna and Radha, being established by Maharaja

<sup>68</sup>Blair Kling, *Partner in Empire*, pp 41, 45, 62, 79 etc.

<sup>69</sup>*Ibid.*, pp 41, 42, 43, 84, 94 and 110.

<sup>70</sup>The Khajnakhana cash book, part I, Baisakh, 1236 (1829-30).

<sup>71</sup>*Ibid.*, part II, Kartick-Chaitra, 1236 (1829-30).

<sup>72</sup>The Khajnakhana Ledger of Harinath of 1236 (1829-30).

<sup>73</sup>*Ibid.*, rough cash book, 1236 (1829-30).

Lokenath (3 Bhaisakh). The Bhagabat Puran Kathakata (singing), Chaitanya Mangal Sangit (songs), Uddhab Sambad jatra (play), Kaliadaman jatra (play) and Nagar Sankirtan were greatly patronised by Harinath, who paid liberally to the people who performed them. The various religious functions like the Jhulanjatra, Snanjatra, Radhastami, Rashjatra and Doljatra were performed regularly. The performance of Diwali, Saraswati Puja and Kartick Puja were continued, to which now Sivaratri was added. The expenses of the 'Saradiya Durga Puja' came to Rs. 1730 (24 Aswin) and the kabials were paid Rs. 1450 for entertaining the guests. Harinath fasted for three days appointing Ramprasad Tarkapanchanan as his representative to perform the Puja (10 Kartick). The Mahotsab at Srikhanda was paid for Rs. 177-8-0 (13 Aghran). Harinath sent Rs. 300 every month to Brindaban Dham for the worship of the deity there. Payments were regularly made to Sri Chaitanya's temple in Katwa which was then known as Sripat Uttarbati. Pandas (priests) from Srikshetra (Puri) and Baidyanath Dham were paid veneration fees (13 Aghran and 1 Pous).

The annual Sradh ceremony of his father was performed. He sent out veneration fees to seventy well known Brahmin-Pundits of the area (26 Baisakh). A great feast was later organised with all the boys of the Guru's family participating. He created a *Britti* or pension for his Guru's family from the income of his Baharbund property amounting to Rs. 1767 per annum. Brajananda Thakur, Lalitananda Thakur and Udaymani, the widow of Suchitrananda Thakur were the first beneficiaries (13 Sraban). Harinath's veneration on the Guru-Purnima day (the full moon day in the month of Sraban dedicated to the Guru) consisted of gifts of gold and silver utensils, clothing and food to his Guru and his family. The Guru went to Calcutta for Christmas where he was put up in a separate house and had all his expenses paid.

The Ledger of Khajnakhana in Cossimbazar confirms that most of the year Harinath was in Calcutta. The Ledger has 119 written pages but there are 390 separate heads of entries. The lack of supervision is proved by the duplication and triplication of several entries. It seems that Harinath had increased his establishment to a great extent. Apart from a host of office staff drawing salaries between Rs. 10 to Rs. 60 per month he had Sardar Khan Jamadar at Rs. 30 and twelve sepoy's under him drawing between Rs. 6 to Rs. 20 p.m.; under Thakur Das, Sardar paik who got Rs. 13, he kept a dozen paiks each drawing Rs. 7 p.m.; there were

of course several *chopdars*, *hookabardars*, *khidmatgars* and *mashalchis* whose salaries varied between 6 and 9 rupees per month. The maid servants were now increased to six, the seniormost drawing Rs. 4 and the rest Re 1 each. A barber was retained as was a milkman. Three Pundits were retained at Rs. 12, Rs. 10 and Rs. 8 per month. They were Ramchandra Bhattacharyya, Ramprasad Tarkapanchanan and Digambar Nayapanchanan. One Ramchandra Daktar (Doctor) was given the salary of Rs. 30 while the four Kabirajs drew variably from Rs. 20 to Rs. 10 per month. Ramchandra gave Harinath medicine worth Rs. 153 during the year.

The construction of several additions to the house can be found in the ledger. A gate proper for the 'Maharaja' was built in the eastern side of the palace, a *bhogmandir* was added to the temple of the deity on the northern side. A proper *darbar* hall had been already created in the eastern wing of the palace, now the 'Natmandir garden' was laid out adjacent to it on the west side. Harinath however spent most in the construction of Rungmahal, a series of rooms at the southern extremity of the house. He retained a painter for decorating the rooms in the most colourful manner. Probably he never saw them completed.

Information about the three elder children are found here. Krisna Nath the eldest was born in 1822, Gunamanjari followed in 1823 (22 Bhadra 1230) and Ramnath was born in 1824. Gobindasundari was born in 1826 (probably on 1 February), and at the end of the year the Rani was pregnant again giving birth to Radhanath in 1827. On 30 Sraban as soon as Ramnath attained the fifth year his education was commenced. The Raja presented his wife and children gold ornaments regularly. His donation to his Guru and his family as well as to the *Baisnab Akhras* were extremely regular. The Samajbati however lost its importance and Harinath kept several Babajis (Baisnab mendicants) in the house, one of them had a very funny name, Khodait Das Babaji raising the possibility that he was a muslim converted to a Baisnab mendicant. In the first three months Harinath bought English books worth Rs. 98 among them were a dictionary costing Rs. 8, arithmetic Rs. 1-8-0, Passion Reader Rs. 2, etc. Nityananda Munshi was engaged to educate his sons.

The food habits of the house were changing and a large variety of fruits and vegetables were consumed. Many exotic fruits like the melon, gourd and rose apple were now regularly found. The most important



vegetable introduced was however the potato, which became a common and popular item of food.

Kamallochan, the Muktear has in the meantime dropped his surname to adopt Chaudhuri. He was enjoying great confidence of the Raja being the person who bought the Promissory Bonds of a few lakhs of rupees and took back the jewellery of Jagat Seth, which were required for the suit. He brought them back also (17 Kartick/2 Nov. and 2 Magh/14 January). As the Raja was ailing a golden amulet was made to put on his person. He got a *sindur kouta* (a little box for cochineal/vermillion, presumably of gold) made for the Rani as well (4 and 11 Magh). The year ended with the Rani expecting her sixth and the last child. The establishment was increased in Cossimbazar, though the wages remained more or less the same. There is one entry which ushers in a very important person who played an important part in the growth of the Estate when both Harinath and his son and heir Krisnanath were dead. This was no other than the redoubtable Rajib Lochan Sarkar, who was paid a year's salary on 1 Sraban, after having served as an apprentice. He was paid Rs. 70 for the year having a salary of Rs. 7 per month from which the nazar of Rs. 14 was deducted before payment. (Rajiblochan became the Dewan of the Estate changing his surmane to Ray under Maharani Swarnamoyee, the widow of Krisnanath). The total income of the Estate during the year was Rs. 26,96,945-13-7½.

There is however a curious description of the Europeans being fed on the occasion of the Durga Puja, though the actual feeding took place much later on 7 Falgoon. Probably Harinath who was ill, left for Calcutta immediately after the Puja in the month of Kartick. It is not known whether he was present at the feeding of the Europeans four months later. The total cost of the feast was Rs. 200. The menu was written in Bengali with obvious omissions by a person who had no idea about such food. The parts that can be made sense of, are Murgi Anda (chicken egg) and bacon soup, fowl curry and mutton curry. Coming to drinks, things are much easier, champagne, wines and brandy cost Rs. 2 per bottle, Port cost Rs. 3 a bottle and cherry brandy was the dearest costing Rs. 5 per bottle.

Unfortunately all the four books of accounts are damaged and incomplete. This coupled with bad handwriting and dust does not make it a pleasant exercise in patience. The last two cash books relate to the Calcutta accounts which may be taken together. The cash book of 1237 is in as good a shape as the one of 1238 is bad.

*The Calcutta cash book of 1237 (1830-31) and The Calcutta cash book of 1238 (Baisakh to Kartick) i.e. 1830.*

It is evident from the cash book of 1237 that Harinath had diversified his commercial transactions and was not totally depending on zemindary, which continued to thrive and give him a steady income of about 9 to 10 lakhs per annum. The profit of the zemindary, he transferred to 5% and 6% Promissory notes which was known variously as Government Promissory Bonds and new 5% G.P. Bonds. By 1237, Harinath had invested around 30 lakhs of rupees in these bonds which paid interests regularly. He continuously renewed these Bonds on the expiry of time and carried on his re-investment programme rigorously. He also received rented income from house properties. This was not all. He opened a fourth source of income which was by giving loan to Companies at 8% interest. In this case he gave loans to those companies only which were in close association with his friend, Dwarkanath Tagore. In the year under review it is found that he had already given loans over Rs. 10 lakhs to Alexander & Company, Mackintosh and Company and Carr Dantox and Mackillop and Company. The first two are well known by their close association with Dwarkanath. The last name is not at all familiar, nor does it come into the cash book more than twice (28 Kartick and 1-2 Aghran) and that also for a comparatively smaller sum of money. Harinath, however, had the misconception, of thinking that the Directors of these industrial companies were directly associated with the East India Company. This feeling made him think that the investments were absolutely safe. In 1237 he got more cautious and was not renewing the loans to the companies, asking them to be repaid.

The Government wanted to acquire the Ultadingi new bagicha in Calcutta for cutting a canal there. Kamallochan Chaudhuri, the Muktear and representative of Harinath was deputed to discuss with the officials. On 27 Bhadra (11 September 1830) the Government proposed to pay the sum of Rs. 23,325 as compensation. Harinath agreed, so on 27 Magh (8 February 1831) the compensation agreed upon, was paid to him.

Now Seth Bissenchand having lost the half of his share in Kuthibari for Rs. 32,000 had still to pay a further sum of Rs. 33,000 against the decree of Rs. 65,000. So the lucrative Beldanga property (zemindary in Murshidabad) was put up for sale, which yielded Rs. 44,000. Harinath

immediately paid Rs. 8,000 on the spot and took charge of the property. Now it was the turn of Jagat Seth Gobind Chund, who paid on 12-13 Jaistha (24-25 May) Rs. 60,408-12-0. The rest he went on paying in small instalments (17 Ashar etc.) against the demand of Rs. 1,00,000 plus interest. On the same day Alexander and Company repaid by cash Rs. 36,000.

Harinath arrived in Calcutta on 23-24 Kartick (7-8 November) and probably never went back, creating the long established superstition in the house that to start a journey in the month of Kartick was inauspicious. Dwarkanath met him regularly. The accountant writes, 'Good quality tobacco to be served to all luckfavoured men, like our Dwarkanathbabu.' (6 Aswin). Dwarkanath looked after the suits in the various courts and engaged counsel. All the suits in 1237 went in favour of Harinath. They were the Plassey *char* suit and the suits for the Katlamari and Mahespur properties (5 Ashar and 29-31 Ashar).

The religious worship occupied an important part of Harinath's life. The Ganesh Puja on the first day of the year and sending to Cossimbazar Rs. 101 had become a standard ritual. The Sahit Puja and the Puja at Kalighat costing Rs. 106-14-10 (3-5 Jaistha) had also become annual matters. For entertainment during the Pujas he engaged Ramnath Joogi and Gourmohan Majumdar, *kabials* whom he paid Rs. 550, their opponent was Premchand Dhopa who was paid Rs. 425, Gobardhan Das Dhooli was paid Rs. 150 and Kashinath Das Dhooli Rs. 125 (6 Bhadra, 25 Bhadra, 29 Pous etc.) The *kabials* considered the Raja to be their true patron. On 9 January, 1831, they came again to entertain the ailing Raja free of cost. Ramnath Joogi and Gour Mohan Majumdar carried on their duel in poetry with Premnath Dhopa, Ramdhan Dhooli accompanying both of them. At the end of the evening Harinath paid baksis of Rs. 40 to each of the parties and paid the Dhooli Rs. 10. (26 Pous). This was most certainly not the last *Kabi* that Harinath heard, though he could never go back home and died in Calcutta within a year. The regular *Swastayan* in Kalighat performed during the last few years was also of no avail.

In Cossimbazar, however, spicy food had been introduced. The following were sent by boat from Pathuriaghata Ghat on 17 Jaistha: 20 mds of black pepper at Rs. 9, cost Rs. 180; clove, half a maund at 15 annas, Rs. 18-12-0; one seer of nutmeg at Rs. 3-10-10, one seer of mace

at Rs. 5-4-0, one seer of cinamon at 12 annas and 10 gondas, and one seer of Gujarati cardamom at Rs. 4-2-0. The usual payments to the *Chowkidar* at Kabardanga *Thana*, Halsey Bagicha and Burrabazar *thanas* (Police offices) were there. The Counsels engaged for the suits were Strettell and Kenac. This book of accounts can be studied in greater detail as the condition of it is very good indeed.<sup>74</sup>

The Cash book of 1238 (1831) can be considered only to be better than nothing. The condition is brittle and the book is only upto 1-4 Kartick leading to the surmise that the rest of the book is lost. The transaction in the Promissory Notes or Bonds takes the most important place as in the previous years. The transactions were done from Calcutta where the interest was also collected. The interest and the renewed bonds were then sent back to Cossimbazar for safe keeping. During Harinath's stay in the city the renewed bonds were given to him. The year 1238 began on 13 April which was a Wednesday. The suit against Shyamcharan, Bishnucharan and Raja Odwant Singh finally ended in favour of Harinath with orders for attachment against costs, but the execution was delayed as Shyamcharan died and his name had to be substituted by his son Gourcharan.<sup>75</sup>

Having discussed the books of accounts, it is imperative to go back and study the change in atmosphere which had come over the country. The Company having established itself now behaved as the 'Masters' leading to innumerable number of problems.

Gone were the days when the English administrators took great interest in the Indian religion and culture. Jame's Mill's 'The History of British India' was published in 1817, in which he had expressed a particularly low view of the Indian society. He agreed with philosopher Bentham that the society lacking in a sophisticated legal system cannot be conceived of having reached any degree of enlightenment. Like Macaulay he was convinced of the superiority of the Europeans in all fields of activity. Between the three of them who were widely read by the administrators of the Company, who came out to India, they created a rather murky impression about the natives. Mill did not rest there but turned the full brunt of his incisive pen towards the Orientalists and

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<sup>74</sup>The Calcutta Cash Book of 1237 (1830-31).

<sup>75</sup>The Calcutta Cash Book of 1238, Baisakh to 1-4 Kartick only (1831).

demolished the tradition which had grown up around the antiquity and excellence of Indian art. Mill in his turn influenced Hegel, who depended on him for his remarks on Indian culture.<sup>76</sup>

Often one came across words in this period like 'monstrous', 'ugly', 'decadent' in relation to the art and culture of India. European travellers had sensational stories to tell about the life and customs of the country.<sup>77</sup> The stories had their usual effect on the officers of the Company. It is indeed a matter of great pity that Emily Eden, the sister of Lord Auckland, the Governor-General, did not have the least interest in knowing how the religion of a Mussalman differed from that of a Hindu or whether there was any difference between Visnu and Mahadevi (she of course was meaning Mahadeva).<sup>78</sup> The Indian opinion was greatly hurt but not surprised when the Pilgrims Tax was collected with vengeance at Gaya, Allahabad, Moradabad and Jagannath (Puri). The total tax collected was Rs. 4,60,707-9-0 in 1829-30 and Rs. 5,39,333-9-10 in 1830-31. The gross collection from Jagannath under the above account was from 1826 to 1831 Rs. 6,37,389; the management expense over the period being Rs. 3,42,342.<sup>79</sup>

The Brahma Dharma came into existence at this period. Debendranath Tagore writes in his autobiography, 'Formerly there had existed the Brahma Samaj only, now Brahma Dharma came into existence.'<sup>80</sup> The rural life in Bengal was of course as conservative as ever. Manulla Mondal the author of Kantanama, a Muslim of Kantanagar Pargana in Dinajpore writing around 1840, eulogized the great administrative qualities of Harinath. He makes Lord Visnu take great interest in Harinath's good work deciding to come down to earth as Harinath's son. Brahma then decided to go to him to talk him out of his decision, but Visnu was adamant and was born as Harinath's son Krisnanath. Manulla proceeds to give a description of the celebrations at the birth of an heir and then gives an account of the first rice ceremony. Probably the author had himself come to attend the ceremony from Dinajpore (a place of six days journey) but failed to see Harinath. This has been considered by Manulla to be the greatest short-coming in the zemindar,

<sup>76</sup>Partha Mitra, *Much Maligned Monsters* (Oxford, 1977) 173-177.

<sup>77</sup>K. K. Dyson, *The Various Universe* (Oxford, 1978).

<sup>78</sup>Emily Eden, *Up the Country* (1837-1840), *Letters from India*.

<sup>79</sup>Bengal Board of Revenue Proceedings of 27 July, 1832, Nos. 1-2.

<sup>80</sup>Debendranath Tagore, *Autobiography*, trans. by Satyendranath Tagore (Calcutta, 1908), pp 26-29.

for which, he writes, Harinath had a limited longevity and died at the prime of his life. Though he went to Baikunta ultimately, he had to make his penance, for not making provision for his *prajas* to have their food in his house when they came to see him with some complaints. Harinath made due penance when the earthly burning sensation which accompanied him even to Baikuntha, left him. Manulla also describes his own sufferings, how God had tested him by killing off his brothers and his only son, to make him competent to describe the wonders of God's mercy which he has done in the Kantanama.<sup>81</sup>

On 17 November 1828, H. Wood, the Accountant-General wrote to Holt Mackenzie, Secretary, Territorial Department, reporting that the Collector of Murshidabad had forwarded a petition in which Raja Harinath Roy had requested the permission of the Government to pay the Revenue payable by him at the different treasuries, at the Murshidabad Treasury only, to the Collector of Murshidabad. A copy of the letter of the Collector, Murshidabad dated 8 October 1828 was forwarded where a full list of the amounts payable by Harinath appeared. The Board approved the prayer.<sup>82</sup>

*Revenue Account*

1. Rajshahi (including Murshidabad)	Jumma	Rs.	46,169-9-0
2. Baugulpur	„	„	1,063-7-0
3. Denajpur	„	„	24,588-2-0
4. Burdwan	„	„	558-11-0
5. Rungpore	„	„	78,900-9-0
6. Nuddea	„	„	57,275-2-0
7. Jessore	„	„	3,267-2-0
8. Jungle Mehals	„	„	1,547-0-0
			<hr/>
Total Rs.			2,13,369-10-0

A circular was issued to all the collectors of the different territories notifying them that the Revenue from Raja Harinath to their treasuries would now be paid at Murshidabad only. W. Money, Commissioner of Revenue explained to the Commissioner of Murshidabad on 15 May 1832, the circumstances under which Raja Harinath was allowed to pay

<sup>81</sup>Manulla Mondal, *Kantanama* (c 1840), published in Dacca 1913, pp 36-76.

<sup>82</sup>Bengal Board of Revenue Proceedings of 12 December 1828, Nos. 7, 8, and 9.

the Revenue of all the districts at Murshidabad and sent him copies of the letter of Travers of 8 October 1828, and of Bushby, Secretary, Board of Revenue of 12 December 1828. It was pointed out to him that this order applied to Raja Harinath only, who had the sole exemption of enjoying this privilege.<sup>83</sup> On 8 April he wrote to the Commissioner again repeating that Harinath had been granted the right of depositing the Revenues of all the districts at the Murshidabad Treasury. He added further that now similar privilege had been extended to Raja Odwant Singh on 29 May 1832.<sup>84</sup> He wrote to the Commissioner again on 3 August 1832, stating that the facility given to Raja Harinath 'is conducive to the public interest' which had waved all objections which they previously had to grant such a special indulgence, to an individual *Malgoozra* (Revenue payer).<sup>85</sup>

Harinath was particularly conscious about his duty to the society. He knew Persian and Sanskrit well and therefore eager to extend the facilities to the people. His favourite subject in Sanskrit was logic or *Nyayasastra*. As early as 1822 he arranged to bring from Benares Krisnanath Nyayapanchanan to Cossimbazar, who established several *Chatuspathi* (schools for teaching four subjects) there. Krisnanath used to teach both *Nyaya* and *Smriti*. He being a student of the Nadia school his *Chatuspathi* was very popular indeed.<sup>86</sup> Harinath then took measures to establish an English school in Murshidabad. He approached Mr. Stuart to take charge of the school. The Secretary of the Board of Revenue wrote to the Commissioner of Murshidabad on 15 September, 1830, informing him that Mr. Stuart had been authorised to take students and apprentices for teaching English. Stuart, the letter said, had been asked to contact the Governors of the Free School Society for the curriculum of teaching English and other subjects. The Commissionet was requested to report the result of the application and to state what sum of monthly allowance would be required for the maintenance of the boys during their apprenticeship.<sup>87</sup> Harinath arranged to build a school house on his land in Saidabad. Unfortunately he did not live to see the success of his project. The Saidabad English School which was the first school of its kind in Murshidabad opened its doors on the 1 November, 1837. In the absence of his father, the fifteen years old Krisnanath had the

<sup>83</sup>Ibid., of 22 May 1832, Nos. 48, 49 and 51.

<sup>84</sup>Bengal Board of Revenue Proceedings of 8 April 1832, Nos. 4 and 5.

<sup>85</sup>Ibid., of 3 August 1832, No. 3.

<sup>86</sup>Kisnorychand Mittra, *The Territorial Aristocracy of Bengal*, Vol. 57, 1873.

<sup>87</sup>Bengal Board of Revenue Proceedings of 1 October 1830, No. 43.

privilege of inaugurating the school which started to function immediately. Stuart became the 'Principal' of the school.<sup>88</sup> Patronising education, started by Harinath, was to become the most important occupation of the family. The trend that was set by him became the singular motivation of his descendants.

By the time of Harinath, the East India Company was in full control of the administration and took particular care in maintaining law and order. The natives were no longer afraid of making a show of their wealth, in fact they did so with vengeance. In Calcutta showing of one's wealth assumed the form of a fever and lakhs of rupees were spent in marriages and Sradh ceremonies. The zemindars of the mufussil were not slow to imitate them. In spite of the rigorous instructions laid down by Kantababu, Harinath's marriage expenses came to about two lakhs of rupees. He now took it upon himself to build a proper palace in keeping with his status and prestige. He built a beautiful gate following it with a new additional palace in Cossimbazar. The Calcutta house in Chitpur Road, he fully renovated adding a latticed hanging verandah on the road side and a huge decorated gate, on the top of which he built a 'Nahabatkhana' (a place to play the pipes) on light pillars which held a beautifully decorated top as can be seen in northern India. The climax of his spending came in the year of his death, when he celebrated the Durga Puja in Calcutta. As reports of this Puja (worship) appeared fully in the newspapers of the time, a translation of it may be found to be most interesting.

The news appeared on 13 October 1832 (29 Aswin 1239) in the *Samachar Chandrika*. It reported that, 'usually the Pujas were celebrated with singing and dancing in the houses of Gopimohan Tagore, Maharaja Sukhamoy Roy, Babu Nimai Charan Mullick and Nayal Chand Adhya in the past, but now for some reason or other they are not celebrating in the usual way and Puja celebrations were only being continued by the Maharajas of Shovabazar, Babu Ashutosh Deb and the Sinhas of Jorasanko. This year the Sinha Babu of Jorasanko had discontinued the Puja, the reason of which was still unknown, but to the great relief of the citizen Raja Harinath did not go back to Murshidabad to worship the Durga in his own ancestral home as usual, but celebrated the Puja here. So there has been no lack of gaiety because the Sinha Babus did not function, as Raja Harinath covered up the deficiency fully and offered more. It is well known

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<sup>88</sup>Brajendranath Bandopadhyaya Op. Cit. Vol. II, p 83.



to all how learned and religious the Raja was and the fact that he was physically ailing, did not deter him in any way to celebrate the occasion as it was fit for a person of his wealth and knowledge. His desire to attain perfection in his every action was very well demonstrated in the beautiful image of the goddess that was built and in the perfection of worship performed by several learned Brahmins who followed the directions laid down in the *Shastras* to the minutest detail. As there was no dearth of any material the worship was a great success.'... 'The Raja invited all the religious minded people belonging to the Dharma Shabha as well as invited all businessmen and professors. The songs and dances were held each day but a novelty was added to it. On the day of the immersion of the goddess, several boats were tied together side by side in the middle of the Ganga river and a platform was erected on them upon which the singers sang and the dancers danced. This is not entirely a new thing here but for the past several years nobody thought of putting up this show, therefore to many this appeared to be an innovation and those who felt sorry for the discontinuity of this novelty were indeed very happy again. The performance of Durga Puja by Raja Harinath, to the citizens was not the worship of only three families or may be four who performed this year, to them it was a complete square when their love of fun and happiness could be fully realised. We now ardently wish and pray that the Raja gets well quickly and stay in this city so that he may perform the Durga Puja here every year giving pleasure and happiness to the people of the city.'<sup>89</sup>

Unfortunately all the best wishes of the citizens were of no avail. The condition of Harinath steadily deteriorated; he hurriedly made a Will on the 26 November and passed away the next day, 27 November, 1832, corresponding to 13 Aghran 1239. His death was reported in the newspapers as well as in the official documents'<sup>90</sup>

*The Will of Raja Harinath Roy.*

'I Sri Rajah Hurrynauth Roy Bahadur make this Will:

'Being afflicted with very alarming bodily disease, on my death taking place, my son Srimaan Crishno Nauth Roy, Coomar Bahadur, will become the proprietor of the whole of my fixed and movable property,

<sup>89</sup>Brajendranath Bandopadhyaya, Op. Cit. Vol. II, pp 284-285.

<sup>90</sup>Ibid., Vol. II, 27 November 1832, p. 658 and Bengal Board of Revenue Proceedings of 11 December 1832, Nos. 18 and 22.

in my own name and in the names of others, and I appoint my revered mother and wife for the purpose of protecting and preserving the whole of the said property as long as he continues to be a minor.

‘All the Company’s papers, Bonds, Notes and houses, cash, jewel and wearing apparel shall remain in their charge, but as they are females and unable to carry on the zemindary and other concerns, I nominate Srijut James Charles Colebrook Sutherland and Srijut Nathaniel Alexander Saheb, executors, who will transact all matters with the consent of my revered mother and wife and if they work contrary thereto, such act will be void and they will be responsible for any loss sustained in consequence. No one will have the authority to grant, sell or give away any fixed or movable property whatsoever.

‘They will place the whole of my zemindaries under the Court of Wards, agreeably to the Regulations, and keep in deposit the profit which arises beyond the Sadar Malgoozary.

‘If either of the Executors dies or goes home to England, my revered mother and wife are authorised to nominate another in his room.

‘I have a daughter named Srimati Gobindo Soondoree, whose nuptials shall be celebrated according to the usage of our household and the said daughter and her family shall live with my family and receive food and raiment for ever.

‘They will defray the expenses of the household and worship the Deity according to the usual manner and the expenditure at the nuptials of my son shall be on the same scale as observed at my own nuptials.

‘Should which God forbid, my son die before he comes of age, my wife will in such case adopt a son for the purpose of preserving the established rites and usages of my household.

‘Should my revered mother and wife wish to perform any act of piety, or go on pilgrimages, they will receive a suitable amount to defray the expenses attending the same.

‘You will realise the outstanding balances of my zemindary according to the records thereof and if the same cannot be realised by fair means,

you will take the necessary vouchers and institute suits and recover the same.

‘My son being a minor, I appoint these four persons guardians, until he attains his Eighteenth year of age and they will ever pay attention to his education and take care of him.

‘To this purport I execute this Will, the year 1239 Twelve hundred and thirtynine. Date the 12th Twelfth of Aghran, English year 1832, the 26th November, Monday

signed Rajah Hurry Nauth Roy Bahadur.’

‘Witnesses : Sri Ramtanoo Roy inhabitant of Srikhando  
Sri Cashenaut Chuckerbutty inhabitant of Symlya  
Sri Anando Chunder Mukhopadhaya inhabitant of  
Kishennagur. (A true translation: signed W. C. Blacquire  
29th November, 1832).’

‘Note: A true copy carefully collected on this 1st day of December 1832 by me with the original remaining in the Registry of the Supreme Court of Judicature at Fort William in Bengal (signed) J. W. Hogg, Registrar.

Certified true copy. Signed R. D. Mangles, Secretary Board of Revenue (Suddar) the 6th December 1832.’<sup>91</sup>

The Will informs that at the time of his death he had only a son and a daughter surviving, his other children having died in their childhood. Both his son and daughter were yet unmarried. Krisnanath was then only ten years old and the daughter four years younger. Harinath did not trust any of his officers and appointed two European gentlemen as the executors of his Will and those two gentlemen with his mother and wife were appointed the four guardians of Krisnanath.

The Board of Revenue on 11 December 1832 recorded a letter from one of the executors. Letter of Sutherland:

‘Sirs, the mother, wife and minor son of late Rajah Harinath Roy, zemindar of Kantoo Nagore and other mahals have temporarily left Calcutta to complete the exequial rites of the deceased.

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<sup>91</sup>Bengal Board of Revenue Proceedings of 11 December 1832, No. 18A.

'Previous to their departure these ladies whom the Rajah has constituted Trustees for their minor, requested that in case the Board should decide not to waive the jurisdiction of the Court of Wards under Regulation 6 of 1822, section 4, in regard to the zumeendaries of the deceased, that then in that case, I should move the Board to sanction my appointment as official Manager under the control of the local Commissioners and Collectors.

'On reference to section 26 Regulation 7 of 1799 it will be found that it is fully within the competence of the Court of Wards to select any person without reference to his birth place, whom they would deem fit for the office. The officer selected is only required to give security for his appearance prescribed by Regulation 10 of 1793, section 9.

'If the Board in the case premised, deeming me fit shall be pleased to sanction my appointment for the office, I beg to state that I am ready to undertake it and shall personally visit the estates to secure their proper settlement.

'The Board is aware from the deceased's Will, of the extent of confidence with which the Rajah honoured me. I also enclose an original letter written in his life time in which he entrusted to me all his concerns during his illness. In fact when he died, I had begun arrangements for managing the estates.

'I beg to add that time presses much and on that account solicit that the Board will write to the Commissioners of the 13th, 14th and 20th Divisions intimating that they sanction my selection for the office proposed. The property in the 9th Division in Lakheraj. The bulk of the estates is in the 13th and 14th Divisions.

'The Ranis, in the petition, I presented on the 4th instant, have explained that there are very heavy arrears of rent due to the Rajah, recovery of which will be facilitated if the Board causes the office of the Manager to be conferred on the Executors of the Will.' 'signed J. C. C. Sutherland, Executor of the Will of the Rajah Harinath Rai and Constituted Attorney of Rani Susharmoyee, the mother and Rani Harasundari, the widow of the deceased, Trustees and joint guardians of the minor Kumar Kishon Nath Rai. 11 December, 1832.' R. D.

Mangles, the acting Secretary of the Board replied to Sutherland immediately approving all his suggestions.<sup>92</sup> On the same date he also wrote to the Commissioner of Bauleah that he would be in charge of the Estate on behalf of the Court of Wards. A copy of the list of properties and Harinath's Will was sent to him. He was strictly instructed to place all properties of the deceased into the Court of Wards. The copy of Sutherland's letter was also sent to him. He was made particularly aware of the main revenues of the Estate which were :

Rungpore	—	Rs.	78,900-0-0
Rajshahee	—	„	46,212-0-0
Dinajpore	—	„	24,588-0-0
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		Rs.	1,49,700-0-0

Mangles later supplied the information in regard to the Revenue of the other properties of Rajah Harinath, which were :

Nadia	—	Rs.	57,669-0-0
Murshidabad	—	„	29,451-0-0
Beerbhoom	—	„	558-0-0
Burdwan	—	„	1,564-0-0
Jessore, Allipore.	—	„	3,267-0-0
Bhaugulpore	—	„	1,063-0-0
Dacca	—	„	87-0-0
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		Rs.	93,659-0-0
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Total		Rs.	2,43,359-0-0

Money, the Commissioner of Revenue wrote to the Commissioner of Murshidabad on 7 December, 1832, forwarding a letter of the Collector of Murshidabad of 3 December 1832 and intimating that in the Will, the Raja had nominated two European gentlemen as executors of his Will, and also for the management of his Estates, he writes, 'The Rajah having kept the management and accounts of his Estates in his own hands, there is no native agent at Moorsedabad to whom application can be made for information as to the real state of his affairs. If therefore the Rajah made no arrangements of his estates after his death, I beg to suggest that measure be taken by the Sudder Board to obtain the accounts of the Raja's Estates, all of which, I am informed he had with him in Calcutta.'<sup>93</sup>

<sup>92</sup>Bengal Board of Revenue Proceedings of 11 December, 1832 Nos. 19 and 20.

<sup>93</sup>Bengal Board of Revenue Proceedings of 11 December, 1832. Nos. 21, 22A and 22.

The letter of Smelt, Collector, Murshidabad to which Money has referred to, gives the detail of Harinath's death. He wrote from Krisnagar in December, 1832, 'I have to acquaint you that Rajah Hurry Nauth Raee, Zemindar, Pergunah Kantonaghur etc. according to the information received by me here, died on the 13th Ughan 1239 or 27th November, 1832, in Calcutta. It appears that he had left a minor son. I have issued the usual advertisement calling upon the legal heirs to make their appearance within 15 days, but as the party is in Calcutta, I am at present unable to furnish the report enjoined by section 4, Regulation 10 of 1793 and as some time must elapse before proper steps can be taken for the management of the extensive and valuable property belonging to the deceased, I solicit in the meantime to be instructed as early as possible, what measures to adopt in regard to the payment of Government Revenue.'<sup>94</sup>

Thus the Estates of Harinath came to be managed by the Court of Wards for the second time. The Commissioner of Bauleah was appointed to manage the Estates on behalf of the Court of Wards. This system was quite different from the old practice of having a central management authority in Calcutta and cannot be said to have been an improvement in the administrative organisation. At least in this case decentralisation led to various problems and proved to be a weakness in the administrative system. The names of the two Europeans were sent for a possible selection as Managers of the Estates on behalf of the minor.

Sutherland sent the details of the estates situated in the 13th Division (Bauleah) to its Commissioner R. J. Tulloh on 10 December 1832.

- (a) Rungpore — Pargana Baharbund, Pargana Bhitarbund, Pargana Gayabari.
- (b) Rajshahi — Pargana Amrool, Pargana Bongaon, Dehi Gocha, Mouza Durgapur, Pargana Chundlai, Dehi Kisnosail Dowlutpore.
- (c) Dinajpore — Taraf Raghunathpore, Taraf Khurd Chapa, Taraf Jobisha and Taraf Rajibpoor.<sup>95</sup>

In Harinath,, shades of his illustrious grandfather was sometimes discernible. Though the Permanent Settlement was in full swing, the unit of settlement was still the zemindari, the Mughal system seldom penetrated below the Pargana level; even Akbar had to be content with

<sup>94</sup>Ibid.

<sup>95</sup>Ibid., of 14 December 1832, Nos. 36 and 37.

assessing villages as a whole. The Company however organised extensive survey of land and increased the amount of the total revenue. Harinath was quite alive to the problems of the time and organised settlements accordingly. How quickly the people readjusted themselves to the new economic conditions is a lesson in itself. Harinath in his twelve years' administration proved to be quite a capable person. It is a pity that he had to depart this life at a time when he had just cleared the obstacles that challenged his right to his properties and wealth.

At the time of the death of Harinath, Calcutta was becoming an important place. The sounds of new industrial ventures were filling the air. The heart of Dwarkanath's business empire was in Burdwan. Though in 1824 Alexander and Company had made an annual production of 4000 maunds of coal, in 1832, it was going bankrupt. The Carr—Tagore Company was becoming the most important Indian industrial company of the city.<sup>96</sup>

To the outside world Calcutta was a place of nautch girls and jugglery, of fantasy and spectacles, a society which in spite of its ancient civilisation was deterrent and evil.<sup>97</sup> Very few of them realised the change that had come over the Indian society which was rising into a new world of activity. Unfortunately Harinath was not alive to see this change, though he could have claimed as full a share as anyone, who had helped to usher in the new age which would soon produce a galaxy of personalities in the Bengal scene, who would bring a renaissance in thought and action. Raja Rammohun Roy was in full bloom (born 1772/74), Dwarkanath Tagore (born 1794)<sup>98</sup> friend and associate of Harinath was in the prime of his activity, Iswarchandra Vidyasagar (born in 1820)<sup>99</sup> was 12 years old, Ramkrishna Paramhansa was not yet born (birth 20 February 1835) and Raja Radhakanta Deb (1784-1867) was the leader of the Calcutta society. Renascent Bengal was moving forward.<sup>100</sup>

<sup>96</sup>Kling, *Partner in Empire*, (1976) pp 73-94.

<sup>97</sup>K. K. Dyson, *A Various Universe* (1978) pp 338-350.

<sup>98</sup>B. B. Kling, *Partners in Empire* (1976).

<sup>99</sup>Subal Chandra Mitra, *Iswarchandra Vidyasagar* (1902).

<sup>100</sup>(a) Asiatic Society, *Renascent Bengal, 1817-1857*, with a foreward by Dr. Ramesh Chandra Majumdar, (Calcutta, 1972).

(b) Sushobhan Sarkar, *On the Bengal Renaissance* (1979).

(c) Nimai Sadhan Bose, *Indian Awakening and Bengal* (1976).

(d) Gautam Chattopadhyaya Ed. *Bengal: Early Nineteenth Century* (1978).

(e) Pradip Sinha, *Nineteenth Century Bengal* (1965).

(f) Pradip Sinha, *Calcutta in Urban History* (1978).

## CHAPTER V

### THE PERIOD OF ENLIGHTENMENT AND KRISNANATH

Krisnanath, the last male direct descendent of Kantababu and the eldest son of Harinath was considered to be a person of strange characteristics. At the time of his father's death he was a minor of ten years age. The next eight years of his were spent as a ward of the East India Company. Coming to age in 1840 he is said to have spent 48 lakhs of Rupees in four years before committing suicide at the age of 22. In his short but eventful life he had the distinction of opening the doors of the first English school in Murshidabad in 1837, starting the first English journal from a district town called *Murshidabad News* in 1838, when he was scarcely 16 years old, then when its publication was suspended, he brought out the first weekly newspaper in Bengali, from the moffussil, called the *Murshidabad Sambadpatri* in 1840. He planned to set up a University to be called "Raja Cristonauth's University" in Banjetty near Cossimbazar for which he bequeathed almost his entire property to the East India Company before he died by his own hand on 31 October, 1844.

Though the deeds described above can be considered commendable much of the expressions used by some of his contemporaries cannot be considered as complimentary. They called him, 'impulsive man', 'a man of very violent passion and ungovernable temper', 'an extravagant', 'dissipated youth', 'insane' and '*nastik*' (unbeliever). Many of the approbations were of course the same as given to many young men who came in contact with European education at the Hindu College which was established in 1817. Krisnanath never studied in the Hindu College and came to Calcutta quite late in his life, yet the thoughts and ideals of the students who studied there influenced him. *The Jnananvesan* which was run by the students of Hindu College, wrote on 19 October, 1833, that instead of wasting money in useless show of wealth it would be wiser for the affluent persons of the society, either to spend for the spread of education or to establish ship building works which would be able to take Indians to Europe. Almost as if in response to this Krisnanath laid the foundations in 1839 of a ship building yard in Saidabad in the old garden of Gurgin Khan which property had been bought by his grandfather



Lokenath. The idea was to establish direct river and sealink between Cossimbazar and London. He joined the Landholders' Society in 1838, having visions of a political career as was understood in those days. A friend and admirer of David Hare, he became the convener of the memorial committee and was instrumental in raising the statue of David Hare as well as the memorial tomb over his burial place in *Goldighi* (College Square).

Two accounts of his life appeared in the 19th Century. The first in the Calcutta Review, written by Kishorichand Mitter in 1873, entitled 'The Territorial Aristocracy of Bengal; the Kasimbazar (Cossimbazar) Raj', in volume 57 Article V; and the second account appeared in the biography of Raja Digambar Mitra by Bholanath Chunder (the second edition bears the date 1895). There is however a third and earlier contemporary account of Krisnanath by Manulla Mondal of Fakanda village in Balurghat subdivision in Dinajpur district in the book entitled 'Kantanama', which was discovered and edited by Nalinikanta Bhattasali in 1320 B. S. (1913-14) and published by the Sahitya Parisad of Dacca the same year. This book of eulogy in poetry about Kantababu and his family ends with the glorification of Krisnanath sometime in 1840. The author seems to have met young Krisnanath and was greatly impressed by him. Incidents after 1840 in Krisnanath's life has not found any place in the book, which leads to the presumption that Manulla Mondal did not survive much longer after completing the book. The newspapers also report many incidents in the life of Krisnanath. The family muniments and the surviving books of accounts of the period, help in constructing the the biography. The Supreme Court Records and Proceedings are the source of detailed analysis of his character. The largest single source of knowledge however is the Board of Revenue and the Court of Wards Proceedings and other records of the Government, which not only provide the keel of the entire biography but also give detailed information about his minority as well.

With the help of all these resources an attempt has been made to show, how the Anglo-Indian attitudes affected Krisnanath, who was the first generation to be fully exposed to English education and culture. How he developed his habits and social behaviour to suit a new way of life will also be related. An expert horseman and rider prone to socialisation with the Europeans, serving them food and drink in the European manner did not cause a little embarrassment in the society to which he

belonged. His total disregard to the public opinion and living alone separately in the Banjetia house in what he thought to be the European style, led his family to disown him because of his unreligious behaviour and partaking of such food and drink which was not considered proper for a Hindu.

Krisnanath's life can therefore be divided into three sections. The first ten years of his life was under his father. The second part of eight years was as a ward of the East India Company and the third part of four years was as a major, looking after his property, till untimely death put an end to his career. The next three chapters will therefore discuss his minority, the acquisition of properties and his majority. But before plunging into the biography it will be worthwhile to study briefly the social scene of Bengal.

The impact of the British rule which was instrumental in imparting English education brought the people of Bengal closer to the modern times. Western philosophy and culture came to be known to the Bengalis who took great interest in sharing their thoughts with others. This produced an awakening of the mind which is generally known as the Bengal Renaissance. The doyen of historians, Sir Jadunath Sarkar, who was himself a later product of the movement remarked, 'It was truly a renaissance, wider, deeper and more revolutionary than that of Europe after the fall of Constantinople.' The Renaissance can be timed to have started at the beginning of the 19th Century, reached its pinnacle around 1872 when Iswar Chandra Vidyasagar's attempt for the amelioration of the conditions in which women were treated reached its zenith. In 1872 Vidyasagar published his second paper against polygamy. This year also saw the passing of the Native Marriage Act legalising unorthodox casteless marriages.

The period of enlightenment ushered in by the great leaders of thought and action like Sir William Jones (1746-1794), Raja Rammohan Roy (1774-1833) and Rev. William Carey (1761-1834) was in full force when Krisnanath succeeded to the property and it would have been impossible not to have been influenced by such a time. The Fort William College established in 1800 as the oriental training centre enabled the young Company officers to come in contact with the language and culture of the prevailing society. Soon however the face of India was considerably changed with the wealth of Western thoughts and

studies in Orientalism. Lord William Bentinck, the new Governor-General patronised the establishment of several industries by Europeans which initiated Prince Dwarkanath Tagore (1794-1846) to establish several industries in conjunction with foreigners, where his control was dominant and becoming a member of the Calcutta Chamber of Commerce\* which was established by the Europeans in 1834. The legislation for the abolition of the *Suttee* in 1829 was the first attempt at social reform by legislation. The Widow Marriage Act came into effect in 1856.

The cross currents of this traumatic period will be evident in the life of Krisnanath. Debendranath Tagore moved from Tattabodhini Sabha to Brahmo Samaj and then to Brahmo Dharma. Keshab Chandra Sen another wellknown intellectual of the time joined him in 1857. By 1864 there was controversy and difference in ideology between Debendranath and Keshab Chandra which became a rift by 1865 and the Brahmo Samaj split in two. Keshab Chandra represented the progressive younger generation who wished to shed the *Upabit* (the sacred thread) and to participate in widow marriage. To the common man who had little concern for complicated ideological differences, this was essentially a dispute between Brahmin Debendra and Sudra Keshab (Vaidya). The new movement not only wanted to demolish caste privileges but also supported inter-caste marriage. The Marriage Act of 1872 was hailed by Keshab but condemned by Debendra who was lampooned by the Hindu press as 'the Pope of Calcutta'.

The refusal to bring out the ladies to the Brahmo Prarthana Bhaban (church) and the Coochbehar marriage (Sunitee Debi, one of the daughters of Keshab was under the age of consent but even then was married to Nripendra Narayan, the Maharaja of Coochbehar in a ceremony replete with Hindu customs and religious ceremonies) marked the end of Keshab's career. His prejudice against female emancipation and strong dislike of giving University education to women soon left Keshab isolated and out of the main stream of social progress. Sadharan Brahmo Samaj came into effect in 1878 and completed the split with the Adi Brahmo Samaj. The accent now was on religious devotionism rather than social reform thus coming closer to the Hinduism which after the early shock of Christianity and Brahmoism was strengthening its fences

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\*This name was changed to Bengal Chamber of Commerce in 1853.

by re-interpreting the religion, particularly emphasising its liberal and intellectual characters.

Bejoy Krisna Goswami, a close friend of Keshab Chandra and the most vocal partner in his revolt against Debendranath, reverted to Hinduism forming a monastic sect of his own. Ramakrishna Paramahansa (1836-1886) and his most favoured disciple Narendranath Dutta who took the name of Vivekananda (1862-1902) gave a completely new dimension to Hindu thinking and scriptures. Bankim Chandra Chatterjee (1838-1894) a deputy Magistrate in the Company's service and a brilliant student of the Hindu College, after gaining fame as an author set his pen to interpret the rational character of the Hindu Dharma in his treatise called "Srikrishna Charitra" which brought him into direct confrontation with the youthful Rabindranath Tagore (1861-1941). Bankim quoted the essence of Dharma or religion from the Mahabharata to Maharaj-kumar Benoy Krisna Deb Bahadur in a letter written on 27th July, 1892. "Dharma is so called because it holds all. Know that for certain to be Dharma which contributes to the general welfare" (Karna Parva 59 XIX). He continued, "The Hindu religion was not the creation of Smarta sages, in the hands of Raghunandan it has shrunk into narrowness. The Hindu religion is traditional and existed before them. It is nothing unlikely therefore that there should be occasional conflict between the traditional religion and the Dharma Sastras. Where we find such conflict we ought to prefer to follow the traditional religion. I do not admit the existence of any conflict between religion and eternal Hindu religion. If such conflict existed it would not be entitled to its name of Eternal Religion." Debendranath was not slow to see the danger this new trend would bring to the Brahmo Samaj. The Samaj also reacted sharply against Bankim's conception of Hinduism dubbing it as an alien thought totally strange to the original religion. He was accused of creating neo-Hinduism. Yet this interpretation of Hinduism as expounded by the college-educated new intellectuals who were fully versed with the Western thoughts and philosophy as well as the blessing of the scriptures, gave it not only a new dimension but an idealism which closely resembled the Christian protestantism. R. C. Dutt (1848-1909) an ICS who was a *pucca shahib* having a life style closely similar to an Englishman, tolerating no restrictions of food and drink, never felt inclined to embrace Christianity as was done by Krisna Mohan Banerjee (1813-1885) on 17 May, 1832 or by Madhusudan Dutt (1824-1873) in 1843, both intellectual luminaries of the urban social elite. Ramesh Chandra Dutt on

the other hand wrote about agrarian history of Bengal turning his pen to write nationalistic novels in Bengali depicting the aspiration for independence of the Maratha leader Shivaji and the Rajput king of Udaipur against the Mughal Badshah Aurungzeb, very much in the line of Bankim's *Anandamath* published in 1882. Bankim's humanism could be said to be a synthesis of Comte's Positivism, Mill's Utilitarianism and Gita's spiritualism fusing together with the rising nationalism, invested Hinduism with the strongest idealism that became the guiding spirit of the intellectual life. At the turn of the century the Bangiya Sahitya Parisad came into existence as the central organisation for the expression of the intellectual idealism where R. C. Dutt became the first President with the blessings of Bankim Chandra and the well known poet Nabinchandra Sen and Rabindranath Tagore became Vice-Presidents.

The intellectual revolution during the Bengal Renaissance would not have been so pronounced if the social revolution did not go hand in hand with it. Pundit Iswar Chandra Vidyasagar (1820-1891) himself an intellectual, gave leadership to the social revolution and can be considered to be the central figure in 19th Century Bengal. His career as the Head Pundit in Fort William College (1841) and later as the Principal of the Sanskrit College (1851) is too well known to be repeated here. Vidyasagar published his first pamphlet advocating widow marriage in 1855 which was legalised into an Act (Act XV of 1856) on 26 July, 1856. Soon after Vidyasagar started the movement against polygamy in 1856 and strongly supported the movement for the education of women. The foundation of *Hindu Balika Vidyalaya* in May 1849 on the initiative of J. E. Drinkwater Bethune, legal member of the Governor-General's Council and President of the Council of Education enhanced the opportunity of educating the Hindu girls. Along with Iswarchandra Vidyasagar enlightened men like Ram Gopal Ghose, Dakshinaranjan Mukherjee, Justice Sambhunath Pundit, Pundit Madan Mohan Tarkalankar supported the move. Bethune and Vidyasagar spent much time and energy in making the school a success, challenging the prevailing superstition against the education of women. Vidyasagar became the first Secretary of the school. He also patronised the *Strisiksha Vidhayini Sammilani* to the last days of his life.

Vidyasagar submitted a report in 1850 on the methods of education in the Sanskrit College. His idea was to remove the useless subjects from the syllabus and to make it not only interesting but also useful to the students. The study of English and Sanskrit was considered to be absolutely

necessary for the development of the Vernacular. His knowledge of the traditional classical literature and his learning of the Western ideas and thoughts made him the ideal person to suggest what course to be taken for the development of the vernacular education system. His compassion and kindness, his personality and dignity, his freedom from religious bigotry, factionalism and superstition cut him out for laying the foundation of progressive thought and action in the 19th Century.

The cross currents of the time can be fully measured in relation to the reforms of Vidyasagar. Raja Radhakanta Deb, considered to be the leader of the Calcutta society was himself a reformer. He not only supported and patronised the School Society and the School Book Society but also lent full support for the education of women. He was against the legal remedy of Suttee, never however failing to condemn this nefarious tradition. He was undecided about widow marriage even after several discussions he arranged to be held in his house and was totally against the movement to stop polygamy. It would not be correct to depict him as anti-reform as many have done. His stand was not to bring the legislating process into operation for removing social ills but to create strong public opinion against them so that the practice automatically stopped. In a way he helped Vidyasagar, by his neutral stand on the problem.

Bankimchandra, the chief philosopher of the liberated Hinduism was however against Vidyasagar. He categorically remarked that the society cannot be changed either by finding slokas in the Sastras or by a legislation of the Government. The society he emphasised, did not live on *Sastras* or religious treatise but by established social customs. So whether it was for the sea voyage to Europe or polygamy, a strong sense of propriety should be developed which would change the prevalent customs and lead the society towards modern thoughts. The caste system of Bengal was led by custom and therefore nobody minded when there were a Sudra Judge or a Sudra Zemindar.

The conservative intellectuals were led by Bhudeb Mukherji, another very successful student of the Hindu College. He felt that the caste system was responsible for keeping order in the society. He also believed that the society patronised by the English were plutocratic, that is, the person with more money, get the most advantage. He felt that the conservative Hinduism was the best answer against such a society and he went on to praise everything in the traditional practice of the religion. He justified

his stand by supporting a system where the head of the society, the Brahmins, were traditionally poor. His was a deep intellectual conviction giving weight to the other side of the balance by his superior conception of a conservative traditionalism.

There can be no doubt that in the 19th Century as the English education became popular, there was a feeling about the inadequacy of the Hindu religion. As the religion formed the basis of life there was a crisis of consciousness. The teachings of Derozio (1809-1831) on the one hand and Mill, Bentham and Macaulay on the other assisted by various travellers and missionaries who carried on their diatribe against what they thought was Hindu religion, made the educated Hindus think about their religion afresh. The traditional society reacted sharply by becoming more conservative and any reform that was proposed by those who felt it their duty to bring the society closer to the times, was viewed with deep suspicion. Raja Radhakanta as the leader of the conservative society therefore faced a great problem as he sincerely believed in the spread of English education even to the girls but could not go against the lawgivers who lived and worked under his patronage.

The Age of Consent Bill of 1891 proposing to raise the marriageable age of consent from 10 to 12 created a furore in the society. Dr. Rajendralal Mitra, once a member of the *Tattvabodhini Sabha*, Indologist and man of letters, now conducting the Hindu Patriot was utterly against such a bill, while Monomohan Ghosh, a progressive Brahmo and Surendranath Banerji (1848-1925) an Orthodox Hindu supported the bill. Justice Ramesh Chandra Mitra and the British Indian Association opposed the bill, which was supported by Ramesh Chandra Dutt heading the intellectuals, Mahendralal Sarkar and the Indian Association. The journals of Bengal mostly went against the bill, supporting child marriage in no uncertain terms.

It is with this backdrop in mind that the biographies of Krisnanath Roy (1822-1844) and his wife Swarnamoyee (1827-1897) are to be read. The family was by tradition extremely conservative who followed conventions laid down by their forefathers, each of which was considered sacred.

## CHAPTER VI

### THE MINORITY OF KRISNANATH, 1832-1840

Krisnanath the eldest child of Raja Harinath and Rani Harasundari was born on 12 March 1822. He had two more brothers and three sisters but none except the sister Gobindasundari (1826) survived at the time of the death of their father (1832).

The Board of Revenue at once decided that the properties of Krisnanath will be managed by the Court of Wards. Confusion prevailed almost from the beginning of the administration. The Commissioner of Revenue, Bauleah, in whose jurisdiction the properties fell refused to take up the management of the late Raja Harinath's estates as he contended that he had too much in his division to attend to. The Commissioners of Pabna and Jessore divisions were contacted but ultimately the Board of Revenue firmly told the Bauleah Commissioner that it was his job to manage the properties of the minor heir of the late Raja.<sup>1</sup> The Collector of Pabna was asked to send all his papers to the Bauleah Commissioner. The Bhagalpore Commissioner was informed that all the revenues were deposited at Murshidabad Collectorate by the late Raja in pursuance of the Board's order dated 22 November and 9 December, 1814. The Collector of Murshidabad was informed that the Executrixes should get in touch with the Commissioner of Bauleah. He was also asked to make available a copy of the information giving the full details of the properties and where they were situated.<sup>2</sup> The Board also asked the Bauleah Commissioner to write to the Ranis that if they did not furnish him with an answer to the enquiries made under their orders as reported on 1 January 1833, it will be considered that they are consenting parties to the decisions that the Board may eventually determine, for the management of the estates of the late Raja Harinath.<sup>3</sup>

Soon however on 8 February the Board was informed that the mother and widow of the late Raja had communicated their desire that J. C. C.

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<sup>1</sup>Bengal Board of Revenue Proceedings (Sudder), Wards, Range 81, Vol. 66, of 18th January, 1833, Nos. 18 and 19.

<sup>2</sup>Ibid., of 29th January, 1833, Nos. 47, 48 and 49.

<sup>3</sup>Ibid., of 29th January, 1833, Nos. 50 and 51.



Sutherland, who was also one of the executors, be appointed to manage the estates along with the two old servants of the family, Kamallochan Chowdhuri and Mathuranath Paul. They also suggested that Chowdhuri be paid Rs. 100 and Paul Rs. 50 per mensem for which allowance they were willing to serve as *Sarbarakars*. They agreed that the estate be placed under the Court of Wards but requested that no security be demanded from the *Sarbarakars*. The Bauleah Commissioner could not agree to the request as he felt that without adequate security for faithful discharge of their duties, trust cannot be reposed on them. He remarked that 'It is of importance that these Managers should be appointed without delay, in order that they may select . . . efficient and trustworthy agents for the collection of the current year's revenue as well as balances of former years, which I understand is a very large sum. The Executrixes are desirous that the estates should be let in farm from the commencement of the ensuing year 1240.'<sup>4</sup> The Secretary to the Board informed the Commissioner that the petition of the ladies had been laid before the Governor-General in Council in consequence of the novelty of the appointment of a British born subject to a trust of the nature in question. With reference to the great value of the property and the responsibility involved in its administration the Board was of the opinion that Sutherland may be paid Rs. 500 and the natives Rs. 250 each per mensem. They agreed that security must be taken from the Managers in conformity to the provisions of section IX. Regulation X of 1793.<sup>5</sup>

J. C. C. Sutherland consented to be the chief Manager of the estates of the minor. He was no stranger to managing estates in Bengal as he had worked for various native zemindars including Kalinath Chowdhuri of Jessore whose Begamabad estate was taken on lease with great success by Dwarkanath Tagore during the year.<sup>6</sup> He proposed to offer Satyacharan Ghoshal son of Raja Kalisankar Ghoshal as his security. He requested for the authority to be issued without any further loss of time so that he could immediately proceed to Murshidabad and Bauleah and arrange for the collection of rents.<sup>7</sup> He signed a solemn oath on a bond on the 1 March to look after the minor's estates for his full and total benefit and to act in every respect to the best of his ability and judgment,

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<sup>4</sup>Bengal Board of Revenue Proceedings (Sudder), Wards, of 8th February, 1833, Nos. 3, 4 and 5.

<sup>5</sup>Ibid.

<sup>6</sup>Ibid., of 12th February, 1833, No. 6.

<sup>7</sup>Ibid., of 6th March, 1833, No. 9

not accept and give money in bribery and to derive no personal advantage whatever directly or indirectly.<sup>8</sup> But the whole matter was delayed as the Bauleah Commissioner raised the question of the propriety of the Court of Wards' stepping in when the Raja in his Will has appointed executrixes for managing the property. He raised the point of legality requesting for the opinion of the Advocate General. He was overruled by the Board and was requested to appoint the Managers.<sup>9</sup> Sutherland also, was told in no uncertain terms that no Executor can exercise any power over the property real or personal, independent of the Court of Wards, and that their absolute supremacy in this matter was not affected, either in one way or the other, by his acceptance of the office of the Manager.<sup>10</sup> Now the Collectors of Pabna and Jessore who had no idea of the extent of the property of the late Raja Harinath Roy, felt that perhaps as they had the largest lot of the property they were entitled to the management under the Court of Wards. They were told that the property which fell in their areas were the smallest chunks of the late Raja's properties. E. R. Barwell, Commissioner of the Alipore division was entrusted the job of putting the two Collectors in their place.<sup>11</sup> The appointment of Sutherland was approved by the Government on 12 March, 1833.<sup>12</sup>

Tulloh, the Commissioner of Bauleah was not satisfied with the turn of events. He wrote a long letter to the Board in which he stated his difficulties in running the estates. In para 6th he wrote, "Indeed under the documents now before me, even if otherwise unobjectionable, the personal appearance of the Surbarakars is all we have security for, to the extent of Rs. 1,50,000 but in the case of embezzlement of any part of the large sums which must annually pass through their hands, there is no security for the recovering of a Rupee except the engagements of the third parties to make good three times the amount, it may be proved, they have made away with. In the event however, of the Surbarakars (Managers) proving insolvent, the minor would not have much reason to boast of the management of the Court of Wards." He continued in para 7th, "As the arrears of this large Estate are very heavy, I believe from what the Ranee's Mookhtiar tells me about 18 lakhs, I beg to suggest the necessity for substantial *Mal-zaminee* (security) being required from

<sup>8</sup>Ibid., of 6th March, 1833, No. 10

<sup>9</sup>Ibid., of 6th March, 1833, Nos. 6, 7 and 8

<sup>10</sup>Ibid., of 6th March, 1833, No. 11

<sup>11</sup>Ibid., of 8th March, 1833, No. 12

<sup>12</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of 12th March, 1833, Nos. 19 and 20.

Surbarakars without loss of time”.... “I shall be glad to receive the Board’s orders as to the allowance to be fixed for the maintenance of the minor, his mother, his grandmother and I am desirous of having your opinion whether I am authorised to call upon Mr. Sutherland and the executrixes in the same manner as the surplus funds of other Wards’ estates are invested and placed in the hands of Government Agents.” The Government approved all his suggestions.<sup>13</sup>

Even before the question of the security could be resolved, Sutherland forwarded a plan proposing to hold the estate under Khas collection for one year. The new Manager wanted to prove that Khas collection of the rents would be more beneficial to the minor, but it was impossible for the Court of Wards to approve this as there remained no safeguard against embezzlement and mismanagement. It was however recommended by Tulloh, “Sanction of farming the Estates having been solicited from your Board by desire of the Ranees and being in my opinion much the most satisfactory mode of managing so large and dispersed an Estate.” He also informed the Board that in the event of being decided that the estates would be given on lease, it should be for six years and not eight years as previously suggested, as the minor will come of age on 12 March 1840.<sup>14</sup>

In the meeting of the Court of Wards of 3 April, 1833, W. W. Bird, the second member, fully supported the suggestion of Khas collection for a year by Sutherland, provided the Ranis did not object. The Commissioner, Bauleah was asked to ascertain their views.<sup>15</sup>

It was only when Tulloh sat to discuss with Sutherland, that he realised that the latter considered himself a defacto Government officer almost at par with the Commissioner. Sutherland suggested writing him simple letters without couching them in the form of petitions. He also suggested that the stamp paper on which people petitioned to the Government would be unnecessary in this case. Tulloh was alarmed and informed the Court that he was not ready to experiment with the estates by taking up Khas management and strongly felt that if this was done there will be no insurance against a possible loss that might occur to the minor’s estate. He also suggested that ten percent of the total income of the Estate

<sup>13</sup>Ibid., of 22 March, 1833, Nos. 37 and 38.

<sup>14</sup>Ibid., of 12th April, 1833, Nos. 14 & 15.

<sup>15</sup>Ibid., of 12th April, 1833, Nos. 16 and 17.

be set apart for the maintenance of the minor during his minority. Sutherland had in the meantime established an office at Cossimbazar, calling it 'the Office of Management, Estates of Minor Kishen Nauth Rai.'<sup>16</sup> Now he received the support of the Ranis to his scheme of *Khas* collection which was communicated to the Commissioner. "The wishes of the Ranis which was (sic.) the same as Sutherland, which was to keep the estates *Khas*", wrote Tulloh on 7 May, 1833. He pointed out that it was for the Court of Wards to take a firm decision now. The opinion of the Ranis, he commented did not matter at all, as they knew nothing of what was going on around them except what they heard from one or two attendants who had access to them. Tulloh had been taking offers of lease which he now sent to the Court. The highest offer for Baharbund was Rs. 1,85,000 per annum. Sutherland commented that it should at least have been Rs. 2,50,000. Tulloh was now irritated with the new Manager who refused to give his bond on a stamped paper. The Commissioner pointed out that such stamped bonds were given by Managers who worked during the minority of Raja Harinath, himself.<sup>17</sup>

Confusion reigned supreme. The Ranis by a letter requested Tulloh to agree to the *Khas* collection of the estates for three years.<sup>18</sup> They also discouraged parties from giving any offer, as such no good offers came. In the meantime the Court of Wards could not make up their mind. Mangles in a lukewarm letter first said that the *Khas* collection could be given a chance, then suggested that more tenders for farming may be invited and firm offers accepted. Finally he left the responsibility with the Commissioner demanding that the mode of operation may be finalised before the end of the Bengali year. By encouraging indecision the Court was virtually allowing Sutherland *Khas* collection. When this was pointed out they agreed to the proposal of issuing fresh tenders for farming the whole Estate from 1241 (Apr. 1834).<sup>19</sup> Tulloh was determined to enforce the Stamp Act. He informed the Court that all estates were liable to pay the duty. He wrote that the Manager had neither appointed an establishment nor a Mooktear to attend the Commissioner's office. To strengthen his argument Tulloh got a clarification from the Secretary, Board of Customs, Salt and Opium, on 10 April, which enabled him to get the order

<sup>16</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of 7th May, 1833, Nos. 11 and 12.

<sup>17</sup>Ibid., of 7th May, 1833, Nos. 13 and 14.

<sup>18</sup>Ibid., of 14th May, 1833, No. 28.

<sup>19</sup>Ibid., of 14th May, 1833, No. 30.

<sup>20</sup>Ibid., of 28th May, 1833, Nos. 76 and 77.

from the Court that the provisions of the Act should be strictly followed:<sup>21</sup> But before he could be confronted with this, Sutherland questioned the legality of his appointment as it has been challenged by the Civil Court at Murshidabad and the Sadar Dewani Adwalat. He pointed out the order, command of the Court of Directors of 2 June, 1830 and a circular of 25 November, 1830, which prohibited a British subject to accept jobs under the natives. The Judge held that under such rules Sutherland's appointment would only jeopardise the claim of the minor by the illegality of his appointment as the Manager.<sup>22</sup> The Bauleah Commissioner now brought it to the attention of the Board that neither Sutherland nor his co-Managers had given any tangible security for the management of the estates of the minor. The Board agreed with the Commissioner, as they were possessed of the fact that during the minority of Harinath, the estates were farmed for no less than Rs. 3,92,358 per year, that without a *Zaminee* there will be no way to protect the late Raja's property and family. Before any action could be taken the Ranis complained in a petition that there had been no real organisation in the last few months, neither the current nor the arrear rents had been collected, so they suggested that the Court of Wards might remove itself from the management of the minor's property and leave it to them as the executrixes of the late Raja's Will.<sup>23</sup> Sutherland and his co-Managers also refused to provide any security.<sup>24</sup> Tulloh could not remove them immediately as the Board was totally undecided about the future course of action.<sup>25</sup> Tulloh wrote on 20 September referring to the embarrassing situation as no order has been passed by the Government. He felt that even giving Khas possession to the Ranis would be better than the present uncertainties and confusion. The Government's negative attitude was all too clear when they wrote that the ladies were being pushed around by interested persons, without realising what they were up to. Probably the same people who refused to provide security to the Board would be found lurking behind the ladies who originally had given their consent for the estate being managed by the Court of Wards. They suspected that the ladies had fallen into the hands of designing persons.<sup>26</sup> The Court of Wards had little idea about the type of persons the Ranis were. Soon however their slumber was disturbed. The first sign of the

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<sup>21</sup>Bengal Board of Revenue (Misc) Proceedings, Wards of 24th May, 1833, Nos. 63, 64 and 65.

<sup>22</sup>Ibid., of 19th July, 1833, Nos. 40, 41, 41A and 42.

<sup>23</sup>Ibid., of 16th August, 1833, Nos. 17 and 18.

<sup>24</sup>Ibid., of 27th August, 1833, Nos. 24 and 25.

<sup>25</sup>Ibid., of 13th September, 1833, Nos. 6 and 7.

<sup>26</sup>Ibid., of 20th September, 1833, Nos. 20 and 21.

confrontation came with Sutherland's letter of resignation to the Commissioner on 1 October 1833, in which he complained that the collection of 1239 B.S. could have been even better but for the meddling interference of the Ranis and their henchmen. He felt particularly sorry to leave the minor, as he felt that his services even under such unfavourable circumstances was not uncontributive to the minor. Mangles of course directed Tulloh to accept the resignation of Sutherland and to make proper arrangement to manage the estate under the Court of Wards.<sup>27</sup> Tulloh forwarded the unconditional resignation of Sutherland in which letter he had said, "The ladies are clearly under the influence of interested persons who avail themselves of their unreasonable anger to induce them to put their seals to anything their advisers draw up. I do not feel any displeasure at their misrepresentations and only bring these circumstances to your notice for two motives, (1) to show no officially responsible Manager can do justice to his charge while exposed to interference of this sort; and (2) to urge that my resignation of a Trust, which has exposed me to such misrepresentation may be considered as unconditional and accepted."<sup>28</sup> Sutherland also wrote that all personal property including jewels, valuables, security and cash were with the Ranis and should remain in their custody during the minority of Krisnanath.<sup>29</sup> It was not before 12 December that the order for calling fresh tenders for farming the estates reached Tulloh.<sup>30</sup>

Tulloh now read the late Raja's Will and informed the Court that they were only entitled to collect the current rents, as the collection of outstanding balances could be made only with the consent of the executrixes. The surplus funds also was directed to be made over to them. He was however not able to get an inventory of the movable properties from the Ranis. He came to know at Calcutta that a large sum was due to the Estate from Cruttenden and Co., that Rs. 1,00,000 was due from the late firm of Mackintosh and Co. and Rs. 2,53,000 was due from Alexander and Co. He informed the Board that the Ranis in a petition had requested him to realise these sums. Accordingly he enclosed a note granted to the late Raja by Cruttenden & Co. for Rs. 1,00,000. The Company was approached through Messrs. Bagshaw & Co., Attorneys,

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<sup>27</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of 1st October, 1833, Nos. 5 and 6.

<sup>28</sup>Ibid., of 8th October, 1833, Nos. 26, 27, 31 & 32.

<sup>29</sup>Ibid., of 10th December, 1833, Nos. 5 & 6.

<sup>30</sup>Ibid., of 13th December, 1833, Nos. 7 & 8.

and agreed to pay 50% of the sum. Similarly the Attorney tried to recover Rs. 1,00,000 from Mackintosh & Co. and Rs. 1,50,000 from Alexander & Co. The suggestion was immediately objected to by the Court who advised that under no circumstances, should the Companies be allowed to make short payments, rather full payments should be demanded from them. Tulloh pointed out to Grant, the new secretary of the Court, that it would be wise to accept short payments under the circumstances as otherwise nothing will be recovered, pointing out that the firm Cruttenden Mackillop & Co. had already applied for being declared insolvent.<sup>31</sup>

Tulloh was utterly frustrated by the lack of initiative of the Board and wrote to emphasise that the collections of this fine estate should be carefully handled with proper care against embezzlement. This letter made Bird, a member, very angry, he charged Tulloh of doing nothing but only creating difficulties. He referred to the *Khas* collection which was objected to, by Tulloh. Pattie, the other member of the Board supported Tulloh, remarking that during the minority of Harinath, the Court of Wards functioned efficiently. The total farming Jumma was S<sup>a</sup> Rs. 3,92,358 against the Government Revenue of S<sup>a</sup> Rs. 2,43,363 and average annual surplus of S<sup>a</sup> Rs. 1,48,995. Tulloh, however did not survive this onslaught but gave over charge to Patton, the new Commissioner of Bauleah.<sup>32</sup>

John Herklots, who had been working as the *Sudder Amin* and as also as the Manager of Khasmahals in Murshidabad, was tipped as the next Manager. Pringle, the Judge at Murshidabad had given him a good certificate. Patton was now asked to find out more about him. It was suggested that both Kamallochan Chowdhuri and Mathuranath Paul be dismissed from service enabling Herklotts to be paid Rs. 500 per mensem. Patton was asked to get the consent of the Ranis on this arrangement so that Herklots could be appointed without any further loss of time.<sup>33</sup>

Offers for farming the estates were forwarded by the different Collectors not without their due share of confusion. The Nadia Collector, Magniac commented that during the minority of Harinath, the perfor-

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<sup>31</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of 3rd January, 1834, Nos. 1, 2, 3, 17, 18, 29 & 30.

<sup>32</sup>Ibid., of 1st April, 1834, Nos. 1, 2, 3, & 4.

<sup>33</sup>Ibid., of 4th April, 1834, Nos. 9 and 10.

mance of the Ranis as farmers was exceptional. He suggested farming the Nadia lands to them. Perroux's tender for Rajshahi was objected to by the Board. It was later found that Perroux was charged for embezzlement of a lac of Rupees in another farm, but curiously Lowis, the Collector of Rajshahi recommended him, as his offer was the highest, only to be violently objected to by the Ranis, who reviewed the belated favourable opinion of the Rajshahi Collector with scepticism. Thomas Bowmen, the indigo planter and the manager of Fergusson & Co. of the Doberacole Indigo concern, offered Rs. 9225 per annum for the farm of Taraf Habaspur (Pabna) which was approved. Bhagaban Chandra Roy and Madan Mohan Bandopadhaya offered S<sup>a</sup> Rs. 79,595 annually for farming the estates of Nadia for 7 years from 1241 B.S. Ramnarain Sarma offered Rs. 8535 for Chandloi Pargana (Maldah) for 6 years. Jagabandhu Bose offered Rs. 35,501 per annum for Taraf Raghunathpur (Dinajpur), he offered Krisnabandhu Majumdar, Zemindar of Dhokurjharee as his security. All these were approved.<sup>34</sup>

John French, Collector of Dinajpur suggested that a remission of payment should be granted for the period from when the properties of Krisnanath were placed in the hands of the Court of Wards till the time when it was granted on lease to the highest tender. This was also granted.<sup>35</sup> In the meantime Bhagaban Chandra Roy was dead and his partner could not provide any security. Magniac, the Nadia Collector forwarded the name of Baikunthajiban Mookerjee for the same sum of money. He provided Bamandas Mookerjee, another zemindar of Nadia, as his security.<sup>36</sup> This was approved. The proposal to farm the Begamabad Pargana (Pabna) for Rs. 32,000 per annum for 7 years from Rezet, proprietor of an extensive Indigo concern in Pabna was also approved. Rezet provided the house of Cockrell & Co. as the security with Dwarkanath Tagore, a partner of the concern being personally liable. There was some confusion while drawing up the bonds. Dwarkanath was made liable for a penalty of Rs. 560 for the offense of having fixed lower stamp value in the bond.<sup>37</sup> Patton was asked to send farming proposals for the minor's estate in Rungpur, Murshidabad and Burdwan as also for parts of Nadia and other smaller estates. Patton

<sup>34</sup>Ibid., of 20th May, 1834, Nos. 31, 32, 33 & 34; of 10th June 1834, Nos. 3, 4, 5, 6, 7, 8, 9, 10 & 11; and of 6th May 1834, Nos. 6, 7, 8, 20, 21, 22, 23, 28, 29 & 30.

<sup>35</sup>Bengal Board of Revenue, (Misc) Proceedings, Wards, of 10th June, 1834, No. 11

<sup>36</sup>Ibid., of 5th August, 1834, Nos. 2, 3 and 4.

<sup>37</sup>Ibid., of 5th August, 1834 Nos. 5, 6, 7 and 8; of 24th October, 19, 20 and 21.



summarised the details of collection of various smaller estates like Begumabad, Chhaygharee and Islampore commenting that certain part of the amount was collected by Sarbarakar Kamallochan and embezzled making the recovery of the rest almost impossible.<sup>38</sup>

The Ranis decidedly objected to the appointment of Herklots as the Manager of the estates. Patton informed the Board that they had felt that the appointment of any Manager was quite unnecessary as they themselves were quite competent to manage the minor's estates. The Ranis also objected to the restoration to office the native Kamallochan Chowdhuri and Mathuranath Paul. Patton wrote, 'I am moreover convinced that it is useless for me to look for a properly qualified person to undertake the management of the minor's estates, as I feel convinced that he would be objected to by the Ranees.' The Board was not convinced particularly as the outstanding balances remained so high.<sup>39</sup> Patton was for forcing Herklots on the Ranis but Bushby, the secretary, Court of Wards advised him to discuss the advantages of having a Manager with the Ranis.<sup>40</sup> The year ended without any conclusion to the problem. The Ranis remaining virtually in charge of the estates, and it was soon found that the character of the administrators was different.

The Secretary, Board of Revenue could neither make up his mind nor could he trust the principal administrator of the Court, the Commissioner of Bauleah and hindered even the little effort made by him. The Commissioners themselves, one after the other built a strong prejudice against the Ranis, never attempting to come to a reasonable settlement with them. Rather, in their turn, expressing their dissatisfaction on the young minor, they reached the stage of treating him with severe harshness in 1835 as C. W. Steer became the new Commissioner. The Ranis on the other hand having discovered the weakness of the Court of Wards, would never let the estate, which they continued to hold, be taken out of their hands. When Steer became too much trouble, he was silenced by a gift of money, which was called a loan. The affairs of 1835 therefore got more and more complicated, and there was no sign how the difficulties would be resolved. In reality no one was interested in bringing them to an end.

Early in the year Mangles, the Secretary sent a list of the properties of Krisnanath to Patton showing the divisions under which they fell.

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<sup>38</sup>Ibid., of 19th December, 1834, Nos. 11 and 12.

<sup>39</sup>Ibid., of 17th June, 1834, Nos. 27A and 27B.

<sup>40</sup>Ibid., of 5th and 12th August, Nos. 13 and 14.

<i>Divisions</i>	<i>Districts</i>
Bhaugulpore	Bhaugulpore
Bauleah	Rajshahi
	Rangpur
	Dinajpur
Murshidabad	Murshidabad
	Nadia
	Beerbhoom
Dacca	Dacca
Alipore	Jessore
	Jungal Mehals
Governor-General's Agent at Hazaribagh	The Ghazeeপুর Jaigir <sup>41</sup>

Almost immediately Patton was asked to sanction Rs 50, by Bury, the Collector of Rajshahi for two extra writers for keeping the minor's account. It turned out that he was asking the money from minor Krisnanath's account though he required to keep the accounts of Nundacooja etc., the estates of Prasannanath Roy having a jumma of Rs. 83,484-15-12-1g, Kishenpoor, the estate of Kumar Anandanath Rai having a jumma of Rs. 56,504, Brajapoor, the estate of Kumar Kishennath Rai of a jumma of Rs. 65,685, and the estates of Baherpur of Rani Anandamoni Debya of a jumma of Rs. 14,000. The money was however approved.<sup>42</sup>

Dwarkanath Tagore submitted a fresh security bond to cover J. B. Rezet, the farmer of Begumabad (Pabna). Even this bond was found to be defective. C. W. Steer, the new Commissioner of Bauleah felt that there was not much security in letting out the farm.<sup>43</sup> He suggested that the collections in Begumabad and Islampore might be conducted *Khas*. Indeed he started direct collection paying little heed to the corrected bond of security sent by Dwarkanath, through the Collector of Alipore Division on 20 March, 1835.<sup>44</sup>

Steer now complained against the Ranis informing that they had refused to produce an account of the estates they had been managing so long. He further reported that the securities of the different estates of

<sup>41</sup>Bengal Board of Revenue (Misc) Proceedings, Wards. of January, 1836, No. 15.

<sup>42</sup>Ibid., Nos. 1 and 2.

<sup>43</sup>Bengal Board of Revenue (Misc) Proceedings of February, 1835, Nos. 4, 4A, 4B, 18 & 19.

<sup>44</sup>Ibid., Proceedings of March, 1835, Nos. 13, 14, 15, 22 & 23.

Krisnanath declared their unwillingness to abide by their engagements and this reluctance on their part was because of the influence of the Ranis and their servants in the management of the estates. He suggested that the Commissioners in various divisions might be empowered to direct the local collection. He emphasised that the interest of the minor was being continuously overlooked.<sup>45</sup> Brownlaw, the acting Secretary of the Board did not like the letter. He wrote back, 'It is inferred that you are anxious to be relieved from the importance and responsibility which is now attached to you in the capacity of a Court of Wards, relative to the management of the Estates of minor Kissennath Roy.' He continued, 'The difficulties apprehended by you in the way of effecting a satisfactory termination to the matter, the Board are inclined to look upon as merely ideal, for when the present minor's father was under the Court of Wards, the late Board, whose functions you now fulfil, found no difficulty in obtaining most advantageous offers for the farm of all the estates of the minor.' Steer replied that the opposition of the Ranis was creating many problems. He informed the Board that fresh advertisements had been put out for tenders and suggested that no person connected with the family should be allowed to farm any of the estates. Unless specific action was taken he expected little success.<sup>46</sup>

Offers however started to come. Bhawani Prasad Roy offered to farm Baharbund Pargana for Rs. 1,62,101. Calcott, the Collector of Dacca wrote to inform that the late Commissioner Tulloh had agreed to a suggestion of J. C. C. Sutherland of transforming the Dacca estate of the minor into a Patwaree talook and as such it was already under farm. Digambar Das Mitter, one of the main actors of this period made his first appearance on 22 July, 1835, by offering to take in farm, part of the Nadia estates for Rs. 43,502, but Steer recommended Ramroodra Chackrabarti who offered Rs. 44,001 annually for six years. Steer wrote, 'The estates have known to have much deteriorated of the late years owing to the carelessness of the late Rajah and want of proper management since his demise.'<sup>47</sup> Chati Balliapur received the offer from Kishen Das for Rs. 14,001 and Japaram Chackrabarti offered to farm Pargana Shergarh for Rs. 14,151. The Board approved these offers along with those of Dihi Brajapur in Rajshahi, Jogong in Burdwan and Pargana Chandoli in Maldah. Kantanagar Pargana in Murshidabad was also offered but the

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<sup>45</sup>Ibid., No. 30.

<sup>46</sup>Ibid., No. 31, Proceedings of April, 1835, No. 36.

<sup>47</sup>Ibid., Proceedings of April, 1835, No. 37, of June, No. 31 and of July No. 32.

Ranis remarked that they had already collected more than the offer from the Pargana. They remonstrated through their *Muktear* for letting in farm the estates situated within the jurisdiction of Murshidabad. They offered to manage the estates by paying Rs. 10,000 over the highest offer, which could also act as a security. It was estimated that the Sudder Jumma (Revenue) was Rs. 35,608-1-1 while the annual *hastabood* (total annual income) was Rs. 61,678-14-13-2. The offer of the Ranis was recorded as Rs. 48,359-5-3-2 and they were asked to pay the Rs. 10,000 as advance immediately.<sup>48</sup>

Steer was losing his battle against the Ranis, one of whom the grandmother could read and write in Bengali and was about 60 years in age while the mother about 30 years of age was totally illiterate. The organisation and planning the operations possibly rested with the latter, who proved to be equal to the administrators from behind the *pardah*, almost never coming out of the *Andarmahal*. Steer had a last fight with them complaining that they were continuously evading to produce the accounts. He suggested, that should a last request fail to produce them, the accounts might be immediately attached. Mangles, the Secretary, approved the suggestion. The Ranis replied on 8 April, 1835, that they had been unable to submit the accounts on time because their servants and agents were busily engaged in defending a suit in the Supreme Court. They asked for the time of one month, which being granted by the Board, Steer angrily remarked that they would now never see the accounts. He also pointed out that by replying in April the Ranis were out to jeopardise the settlement of the Bengali year 1242 which started on 14 April. Steer was right; time elapsed without the production of accounts. He wrote that only partial return of the collections were forthcoming from the collectors. In the event of farming the estates it was necessary that the meddling of the Ranis should be stopped. He wrote to the Board on 13 May, 1835, "From what I learn of the circumstances of the Estates, I know no better system that can be adopted to secure to the minor the full benefit he has a natural right to expect from such valuable property, which is in hands, who will not willingly relinquish it, who are grossly misappropriating the proceeds, have an influence over the Ranees, guardians, which they cannot oppose and are doing everything to obstruct all the means hitherto adopted, to ascertain the resources of the estates and to let them in farm to others, whereby their misappropriation would be checked. The object of the

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<sup>48</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of July Nos. 37 and 41; of September No. 20A; of November, 1835, Nos. 1 and 2.

Ranees is to get possession and management of their own estates, for the sake of the minor, and on account of their true resources, which they feel convinced they have not the power of doing, so long as the present mufussil *Amlah* are maintained in their situations. They with the nomination of the *Sarbarakars* to rest with this Court, apprehending that those whom the Collectors may be induced to select would intrigue with the *Amlah* and thereby defeat the object of their present application." He suggested that the farming of the estates should be carried out with as little publicity as possible.<sup>49</sup> Steer however, could not bring the Ranis to produce the accounts even by threatening them with section 20 of the Regulation 7 of 1799. On the other hand the renting of the estates met with setbacks. The Baharbund farmer failed to find a security, the Dinajpur farmer fled, the new proposals met with complications as the security himself wanted to take the farm in the name of his son. The original proposers of Chati Baliapur absconded so it was farmed out to Krisna Narain Das and Sreenath Das for only Rs. 11,161-12-18, furnishing security for over Rs. 28,000.<sup>50</sup> There was another side of the trouble. The *Amlah* of Krisnanath's estates sometimes turned up either in their own name as a security or in the name of their relatives.<sup>51</sup>

Except the offer of the Ranis, which was by far the highest offer received, nothing went well. Every time a farmer withdrew, the offer dropped, not to the second or third highest but to a ridiculously low level. Steer was of course, not satisfied with the highest offer made by the Ranis which was Rs. 48,359-5-3-2, but at least made them pay Rs. 10,000 in advance.<sup>52</sup>

The question however was whether the Ranis were as meddlesome as described by Steer or whether he was confronted by the inefficiency and indecision of his own administration? Examining the case of Ballia Pargana, the Jaagir in U.P., a distant land, outside the influence of the Ranis or their *Amlah*, the truth of the matter rises to the surface. Steer wrote on 22 September, 1835 'It appears that these lands are at present entrusted to the management of a Mr. Boilard..... The Collector assures that the average receipt after certain specified deductions amounts to Rs. 7650-4-16 but he is unable to state whether the amount has been

<sup>49</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of March, 1835, Nos. 21A and 21B; of May, 1835, Nos. 27 and 28.

<sup>50</sup>Ibid., of September, 1835, Nos. 14, 15 and 16; of October, 1835, Nos. 32 and 33; of November, 1835, No. 14.

<sup>51</sup>Ibid., of October, 1835, 32 and 33; of November, 1835, No. 8.

<sup>52</sup>Ibid., of September, 1835, No. 20B, of October, 1835, Nos. 15, 16 & 17.

actually realised.' The annual *hustobood* or *jumma* of the Jaigir was per annum Rs. 10,000. Now he recommended that the offer of Mathur Das for Rs. 7000 per year may be approved. But before this could be done, E. P. Smith, Collector of Gazeepur reported that some *Putwarries* and a *Candongo* called Shewprasad, claimed to be holding office by virtue of certain *Sanads* granted to them by Mr. Duncan, the Collector of Benares. He informed that one Mr. Decosta held the farm till 1832 after which Monsr. Renauld, proprietor and agent of a large indigo and sugar concession in Ballia and Khurheed belonging to the firm called Alexandar & Co., had been the Constituted agent and Manager of the farm on behalf of the guardians of the present minor. On the resignation of that gentleman last year, the duty has devolved on Monsr. Boilard. On enquiry it was found that on 22 March, 1833, J. C. C. Sutherland entered into the agreement, which was renewed with Boilard on 1 May, 1835, Sutherland sending the power of attorney on behalf of the mother and wife of the late Raja. Now the Court of Wards approved the offer of Mathur Das for the farm of the Ballia Jaigir at Rs. 7000.<sup>53</sup>

To digress for a moment, it is interesting to find the deep distrust in which Dwarkanath Tagore was held by the Board of Revenue in general. They cautioned about the devious ways in which Eslampore in Nattore and Jessore properties of the Nadia Raja were acquired by him.<sup>54</sup>

Steer however proved his inefficiency also in regard to the realisation of the securities given by Raja Harinath. He appointed Messrs. Bagshaw & Co. for realising the Promissory Notes given by Alexander & Co. for S<sup>a</sup> Rs. 1,50,000 and Mackintosh & Co. for S<sup>a</sup> Rs. 1,00,000 giving a power of attorney nominating John Bagshaw, Robert Bagshaw, John Allen and Robert Cunningham Paton to act jointly or severally to realise the money and invest them on behalf of Krisnanath. The Board approved his action informing the Government Agents, who noted that dividends could be claimed from Messrs. Cruttenden Mackillop & Co., Mackintosh & Co. and Alexandar & Co. The three companies were asked to make payments, but they in their turn wrote to say that they could only recognise Messrs. Bagshaw as agents. Greatly angered Colvin, the Secretary, Board of Revenue asked Steer to cancel the power of attorney in favour of Messrs. Bagshaw, who was asked to hand over the promissory notes to the Board of Revenue. On 30 July, 1835, Colvin acknowledged the receipt of Messrs.

<sup>53</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of October, 1853, Nos. 2A, 2B, & 2C.

<sup>54</sup>Ibid., of November, 1835, Nos. 26 and 27.

Cruttenden Mackillop, & Co.'s promissory notes amounting to S<sup>a</sup> Rs. 1,00,000 in favour of Raja Harinath dated 6 January, 1832. Bagshaw also wrote that the accounts current of Messrs. Alexandar & Co. showed a balance of S<sup>a</sup> Rs. 2,53,546-10-10 due to the Raja at the close of 10 January, 1833 and Messrs. Mackintosh & Co. had a balance of S<sup>a</sup> Rs. 1,27,065-7-1 due to the Raja at the close of 4 January, 1833. Then Colvin wrote to Holroyd & Jenkins Esquire (Attorneys) asking them to return the promissory notes of Mackintosh & Co. and Alexandar & Co. He also asked the Government Agent to receive and collect the interest from the three companies and also got back an earlier power of attorney granted by the Commissioner Tulloh. But Holroyd & Jenkins could not find the promissory notes and Colvin had to write to Bagshaw again. On 25 August, 1835 Bagshaw wrote that the promissory note of Alexandar & Co. was delivered to the assignees on 20 April, 1835, which led Colvin to write to Messrs. Harry & Holroyd (late Holroyd & Jenkins) again.<sup>55</sup> The helplessness of the Board of Revenue and the Court of Wards if compared with the events during Harinath's minority will appear to be both astonishing and pathetic.

It will not be out of place to quote Stocqueler, proprietor and Editor of the *Englishman* who wrote in 1835, 'Sam Smith of the Hurkura dared not tell Alexandar & Co. they were scoundrels, he owed the house seven lakhs of Rupees. William Adam could not allow Mackintosh & Co. to be abused in the India Gazette, for it had been their paper; and George Prinsep who edited the Courier was an ex-partner of the great house of Palmer & Co. "Rouges All". Happily I had no such scruples. True I had bought the *effete* John Bull from the assignees of Cruttenden & Co.; but though they would have *burked* the expression of the opinions adverse to Agency Houses, if they could, I knew that I was in a condition to bear their hostility and so opened the pages of the Englishman to the complaints of the sufferers, the destitute widow, the indigent orphan—all in fact, who had lost their property.' (Stocqueler became insolvent in 1841).<sup>56</sup>

<sup>55</sup>Ibid., of May, 1835, Nos. 9, 10, 11, 12 & 13, also 38, 38A & 39; of June, 1835, Nos. 35, 36, 37 & 38; of July, 1835, Nos. 31, 44, 45, 46, 47 & 48; of August, 1835, Nos. 27, 28, 39, 40, 41, 42, 43 & 44; of September, 1835, Nos. 4 and 5.

<sup>56</sup>Englishman, 1835, as reported by Ramgopal Sanyal in *Reminiscences and Anecdotes of Great Men of India* (1894, Reprinted 1980), p. 156.

With the fall of Palmer & Co. on 4 January, 1830, which had been in existence for several decades all the big houses collapsed one after another (See : N. K. Sinha, *Economic History of Bengal*, Vol. III, p 115). Mackintosh & Co. failed on 5 January, 1833, Colvins Co. closed their doors in April, 1833 and Fergusson & Co. failed in December, 1833. Dwarkanath Tagore's involvement with some of them might be found interesting. (See : Blair Kling, *Partner to the Empire*).

Even in 1836 (1242-43 B.S.) when Krisnanath turned out to be 14 years of age, there was no sign of the confusion around him abating. His mother and grandmother continued in their avaricious ways outwitting the incompetent Commissioner Steer, who was the most inept person to represent the Court of Wards. He could not get anything done and retaliated by restricting the movements of young Krisnanath and putting him under such a tight surveillance that the young boy was literally left in a state of mind bordering on insanity. Stangely this action found favour with the grandmother and the mother, who knew that if he died in minority, the mother had the right of adopting a son and continuing their guardianship according to the Will of the late Raja Harinath for a much longer period, than only upto 1840, when Krisnanath would attain majority. The minor at the time was thin and tall and looked rather sickly, having practically no friends except the lowly servants as his companion. The sadistic tendencies that will be perceived in his character received great impetus during this time when he was physically and mentally tormented having nobody to turn to even for solace, while the money that rightfully belonged to him was being misused by his guardians with the help of the *Amlah*; while Court of Wards was left to be abused by the Commissioner of Bauleah, C. W. Steer.

Steer took credit in writing that it was because of his efforts that all the estates had been given on farm and an annual surplus beyond the Government demand of Rs. 2,58,165-8-1-2 which was by Rs. 10,000 higher than the amount that had been realised during the minority of the late Raja, 'notwithstanding the well known depreciation of late years of all landed property.' He however did not fail to abuse the late Raja, '.....(he) was notoriously careless in these affairs and worse Manager of Estates that ever existed, often letting them to persons who bid highest without enquiring into the character and means of the offerer and without securing the fulfilment of his engagement by any responsible security. He often kept estates nominally under his own management, while the question was pending to whom they should be entrusted..... After his demise all his affairs were thrown into the greatest confusion.'<sup>57</sup> But Steer had to report soon about the non-realisation of rent from the farmer of Raghunathpore (Dinajpore). Kalinath Neogi, the farmer was fined Rs. 100 but the security Nabin Chandra Bose absconded. Summons was

<sup>57</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January 1836, Nos. 29 and 30.



sent through the Collector of Rajshahi for getting hold of his person. *Qroke Amins* were appointed to attach their properties. A proclamation was issued for the fresh farm of the property. On 5 February, 1835, Rahim Buksh Chaudhuri offered farm at Rs. 33,555 per annum but Kalibrahma Bhaduri offered Rs. 33,601 with Shyamkishore Roy as his security. The security however was eager to have the farm in the name of his son Chandramohan Roy for Rs. 33,621. Now Rahim Buksh increased his offer to Rs. 33,641 offering his father Ghaus Mohammed and brother Golam Nabi, Zemindars of eight annas share of mouza Unaulkota, Pargana Mushoon as security. Chandramohan did not raise his offer but gave Rs. 3000 as security in cash, which was accepted. It was found that Chandramohan also held two annas share of Taraf Raghunathpore which he had taken in farm. Krisnanath's share being fourteen annas. It was also found that Kalibrahma was the nephew of Ramkrishna Bhaduri who had been a *tehsildar* in the Baharbund Pargana but had quitted his job a few years ago, without giving any proper account. Chandramohan's final offer as approved by the Board stood at Rs. 33,631.<sup>58</sup> But no sooner had the offer been approved than Chandramohan backed away and the Collector had no other alternative but to recommend Kalibrahma, provided of course he came up with substantial security.<sup>59</sup>

Steer proved himself inefficient as the revenue of Baharbund Pargana, in regard to 1242 B.S., fell in arrears. In the place of total demand of Rs. 2,17,000, Bhowaniprosad Roy had been able to collect Rs. 1,04,089-11-1 of which Rs. 8982-8-7 was the interest on the arrears. Halliday, the new Secretary to the Board of Revenue was furious. Writing on 9 December, 1836, he calculated that in reality a collection of Rs. 18,728-8-8 had been made, covering the arrears at the end of Ashar. The same pattern was found everywhere. Dihi Bhaugsundar one of the easier estates for collection was also in arrears. The farmer failed to pay the revenue. The Collector was asked to attach and sell the property of the farmer. The securities Girishnarain Roy and Tarasankar Bhaduri offered to set up Gobindanath Maitra as the farmer offering Rs. 44,001 per annum but R. Watson offered Rs. 47,146-10-8 per annum for 5 years. Halliday approved Steer's suggestion that the old lease may be cancelled and a new lease be given in favour of Watson. Bad collection report was also submitted, in regard to the collections of Murshidabad, Burdwan,

<sup>58</sup>Ibid., of May, 1836, Nos. 48 and 49.

<sup>59</sup>Ibid., of July, 1836, No. 27D.

Jungle Mehal, Chati Baliapur, Nadia, Dacca, Gazeepur and the properties of Calcutta. Even the little Taherpur estate was abandoned by Perroux with an irrecoverable balance of Rs. 9459-2-14.<sup>60</sup>

There was trouble in other quarters also. The Ranis who held the securities of several lakhs of Rupees were found to have sold on 1 July, 1836, notes amounting to Rs. 2,90,000 through the Revenue Accountant without taking the permission of the Board of Revenue. This however was the result of the letter of Colvin on 20 January, 1836, asking the guardians to hand all Government securities to the Government Agents, for the benefit of the minor. On enquiry it was found, the two Ranis as executrixes, themselves, by virtue of the Supreme Court probate registered as No. 6298 in the 6th Register Book endorsed the receipts in favour of Jagatballav Singh and Gobindahari Barat, both constituted attorneys of the above executrixes. It was also found that one of the certificates was endorsed to Kamallochan Chaudhuri and Mathuranath Pal, the ex-Sarbarakais or joint Managers of the estate of the minor. The Revenue Accountant defended that he had only allowed the sale after looking into their authorities. He sent his Register to the Board for inspection wherein the records were thus :—

No.	Date	by whom	to whom	Authority when requested
6298	18 July, 1833	Supreme Court,	the Ranis as executrixes	Probate 23 July, 1833
6301	24 July, 1833	The two Ranis,	K. L. Chaudhuri & M. N. Pal	Interest/26 July 1833 Power
6481	29 July, 1834	ditto,	J. B. Singh & G. H. Barat	ditto 5 April, 1834

Halliday asked the Accountant to stop all payments from the minor's property. Steer met the ladies and reported that the Ranis knew that the *Muktearnama* did not give any right to dispose a Government Promissory Note, but they at the same time felt that as guardians, they had the right to promote the interest of the minor. They did not approve of putting the whole amount of Promissory notes in the Government Treasury for 20 years at 5% interest as was offered by Steer and the Collector of Murshidabad who accompanied him. The *Muktears* deposited that 4 notes of the 6% Loan recovering Rs. 2,90,500 and a premium of Rs. 46,468.

<sup>60</sup>Bengal Board of Revenue (Misc) Proceedings, Wards November, 1836, Nos. 2 & 3; December, 1836, Nos 17, 18, 40 & 41.

Jagatballav died in Calcutta in 1844 after rendering faithful service to his patron, Maharani Susharmoyee, the grandmother of Krisnanath.

In lieu of which they purchased in the 'Bazar' 81 notes amounting to Rs. 3,29,700 depositing them in the Treasury with the sum of Rs. 742 being interest for the broken periods. The remaining sum of Rs. 6526, was to be similarly invested. The Ranis reported that their seals had been affixed by Dewan Umanath Sircar. The Ranis had full confidence in their people and never had any occasion to disbelieve them. Though it was said that both the Ranis knew how to read and write the Bengali language, it was later found that the mother could not write her name. In the meantime the Advocate General's opinion was sought. He was asked to suggest measures which might be followed as well, to remedy what has been done and also to prevent any further alienations.<sup>61</sup> The Ranis, however would not let grass grow under their feet. They wrote to C. Morley, sub-treasurer on 21 November, 1836, that they had not received the interests of the Promissory notes recently deposited as a result of which the 'Raja's pooja and charity expenses has sustained great loss.' They referred to the late Raja's Will and pointed out that they had the right to the regular payment of interest. Under instructions from Halliday, I. A. Dorin, the Accountant, Revenue Department asked the sub-treasurer not to reply till he heard from the Advocate General.<sup>62</sup>

The year 1837 can be said to be the turning point in the life of young Krisnanath who became 15 years of age. The first good news of the year was the removal of C. W. Steer from the office of the Commissioner of Bauleah as well as from being the active agent of the Court of Wards, having autocratic authority over the ward. R. Barlow officiated for a while till Hawkins became the permanent incumbent in March. Halliday, the Secretary, was already having trouble with regard to the fiasco about the Brajapur farm. The Collector of Jessore in his dubious way, wrote on 10 January that he disregarded the suggestions of the Secretary, Board of Revenue as he felt that both the minor's and the Government's interests would suffer if Halliday's instructions were carried out. He therefore had put the defaulting farmer in possession who immediately fell into arrears. The Rajshahi Collector was still pushing the offer of Watson, so Halliday had to ask him to send the offers higher than Watson and not to take any action till he heard from the Board. Barlow however forwarded

<sup>61</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1836, No. 31; of July, 1836 Nos. 6A, 6B, 6C & 6D; 27A, 27B & 27C; of August, 1836, Nos. 18, 19, 20 & 21.

<sup>62</sup>Ibid., of December, 1836, Nos. 9 and 10.

the petition in Bengali from Ramrudra Chackrabarti, the farmer of Brajapur.<sup>64</sup>

In the meantime a most interesting communication reached the Court made by Rani Rammoni Chaudhurani. She had been looking after and managing the estates on behalf of her minor son. In her petition she praised the good work that was being done by Rani Susharmoyee and Rani Harasundari in saving the property of the minor from the adventuring *izaradars*, many of whom knew nothing about land settlement and also from the greedy officers who took lease in the name of their relations, to greedily rack rent and destroy the property. She also referred to Rani Katyani, the widow of Sreenarayan Sinha of Paikpara who faced a similar situation.<sup>64</sup>

Halliday got into further trouble as the Advocate General's opinion about the custody of the Government securities went in favour of the Ranis. He said on 21 February, 1837 that what the Ranis did were within the right of law. 'The only error or informality seems to have been the placing of the amount as Book Debt in the name of the servants. This however has been set right and the notes are in the name of the Raja Huree Nauth Roy.' . . . 'I am not aware of any law which can force them to give up their control, to consent that the notes should be written accross or given (as) security by the executrix to the Board of Revenue against misconduct.' He was emphatic in saying that the executors cannot be brought under the mischief of word, 'manager', he however opined, 'If any waste or injury to the minor's property should appear likely to be committed, there is no doubt, upon grounds laid before it in the Court, (the Court) would interfere to restrain the parties. But I cannot advise to write accross the Notes, though if the ladies could be persuaded, not compelled, to deposit them in the Government Treasury, it would no doubt be very desirable.' This was signed by Pearson, the Advocate General and countersigned and forwarded by H. Swinhoe, the Attorney General to the East India Company.<sup>65</sup> Halliday had little peace in regard to minor Krisnanath's properties. Scarcely joining his office Hawkins, the new Commissioner of Bauleah, pointed out another hitherto unknown source

<sup>64</sup>Ibid., Range 83, Vol. 46, Proceedings of January, 1837, Nos. 5, 6, 7, 23A, 24, 26 and 27.

<sup>64</sup>Ibid., Proceedings of February, 1837, No. 4A.

<sup>65</sup>Bengal Board of Revenue (Misc), Proceedings, Wards, Range 83, Vol. 46, Proceedings of February, 1837, Nos. 8, 10, 24, 32, 36 & 37.

of wealth belonging to the minor. He wrote on 1 March, 1837, 'I have the honour herewith to submit copy of a note of hand for Rs. 75,000 with the signature of Dwarkanath Tagore, attached to it, and to request the Board's instructions as to the propriety of endeavouring to realize the amount. The document is in the name of Brijonund Roy, but has been filed in this office by the mother and the widow of the late Raja Hurrinat Roy, father of Koonwar Kishenath Roy, minor, signed in Calcutta on 2nd November, 1827, promising to pay the whole amount with four percent interest within twelve months from date.' Halliday was already weary of the problems that was facing him and refused to be drawn into a fresh complication.<sup>66</sup>

Hawkins on the same day sent a full report about Baharbund Pargana which was the cream of the properties held by the minor. He reported that the outstanding balance was no less than Rs. 1,74,055-6-3, plus there was an error of crediting Rs. 23,000 on account of the sale of the farmer's surety. He wrote, 'Raja Hureenath died in the month of Augun, 1239 B.S. leaving a very large estate, comprising in landed property, zemindaries situated in ten zillas, paying a sudder jumma of Rs. 2,51,011.' For the remaining portion of the year after the death of the Raja, Sarbarakars were engaged for collection and the net surplus was realised amounting to Rs. 72,320. Hawkins proceeded to report in his 'matter of fact' style, 'In 1240 and 1241, the management of the properties were entrusted to the Ranees, the mother and widow of the late Raja, who I should have mentioned left an only son Koonwar Kissenauth Roy, at present a minor of 15 years of age. In 1240, the surplus proceeds credited to the minor as per accounts delivered by the Ranees themselves, amounted to Rs. 15,000 there being a profit only on the Estates situated in two zillas (namely) Jungle mehals and Nuddea. In 1241, the only estate yielding a profit was Pergannah Baharbubd in Zilla Rangpur, the net surplus of which amounted to Rs. 16,496.

'The accounts rendered by the Ranees clearly evinced that the greatest portion of the collection from the Estates were, after payment of Government Revenue, mis-appropriated and the property was taken out of their hands and let in farm from 1242 B.S. Perg. Baharbund was let in farm to Bhowanee Persaud Roy, for the unexpired portion of the minority of the proprietor, at an annual jumma of Rs. 1,62,101. The

<sup>66</sup>Ibid., Proceedings of March, 1837, Nos. 8 and 9.

farmer failed to pay up his rents regularly and Mr. Commissioner Steer, as mentioned in the 3rd paragraph of his letter to the Board, dated 5th November last, directed the Collector on the 16th September, 1836, to to make other arrangements.' The balances showed a sorry picture, as upwards Rs. 40,000 was due from the farmer for 1242 of which only Rs. 10,355 had been so far collected. Hawkins reviewed the Pargana and was astonished to find that the Estate had the potential of realising gross rentals which can easily be estimated to go over Rs. 2 lakhs. Now he tried to analyse the reason of the failure of the Baharbund collection. The farmer, he felt, had been given indulgence for too long a time and immediate measures both strict and quick should be taken up. He referred to the ryotts of Baharbund in para 15, who were not easy to deal with, preferring to maintain a closeness with the owners.<sup>67</sup>

Hawkins then proceeded to unmask the inefficiency of the Government and the personal involvement of the Commissioner Steer in the proceedings. 'On 10th April 1836 (Chaitra, 1242), one Ramkamal Mukherjee was appointed to be the Superintendent of the collection (of Baharbund). The Superintendent applied to the Collector on 17th August, 1836, requesting to be appointed the *Tehsildar*.' He practically became the real farmer, giving as his security Raj Kissen Banerji, a relation of his. On 29 August, there was a change of persons and Raj Kissen was appointed *Tehsildar*. Hawkins reported, 'It is strange that the eyes of the Revenue officers were not opened to the game played by the Superintendent. Having offered to pay annually Rs. 1,60,000, he has only paid Rs. 10,355. ....I have heard of *benamee* farmer but a *benamee Tehsildar* is to me at least a novelty in the annals of fiscal administration.

'I shall immediately address Mr. Russell (Collector Rungpur) desiring him to recall R. K. Mookerjea and not allow him in the slightest degree to interfere with the property, to hold him to bail till he furnishes accounts and full statement of his operations, since he was deputed by Mr. Steer. The Collector will further be directed to render an account of his own proceedings, respecting the mehal, within a specified time, to make immediate arrangement for the collection of the heavy balances and to call upon Bhowanny persaud Roy to state explicitly whether he is desirous and able to give other security and carry on the farm to the end of the period of his lease.' The Collector was also asked to enquire

<sup>67</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, Proceedings of March, 1837, No. 44.

about the activity of the Superintendent and the *tehsildar* and to dismiss them forthwith if necessary. In conclusion Hawkins suggested that, 'the farm was a tolerably profitable one, we may cancel the farm and say that we did so because the farmer had not paid his rents, the farmer may retort that the Revenue authorities interfered with his tenantry by sending an officer of their own into the Pargannah and thus disabled him from realising his rents. By acting hastily, the minor's estate may be made liable to an action at law, which a little caution will probably prevent.'<sup>68</sup>

Halliday had to wake up to Steer's misconduct, though the realisation dawned on him rather slowly. 'The Board have learnt with surprise, the irregular and injurious proceedings of your predecessor Mr. Steer and scarcely less unsatisfactory conduct of the Collector Mr. Russell.' He observed that the farmer was given possession only in September, 1835, '...and it is clear that he was in a fair way of punctuality fulfilling his engagements and managing his farm ably for the interest of the minor though by no means to the satisfaction of the Ranees, who had plundered previously the property without control.' . . . 'The Ranees seem to have invented a scheme for the hindrance of the farmer's proceedings and for his ultimate ruin, namely to petition the Commissioner, to allow two of their creatures, one of them a *Gooroo* of the family to proceed in the Pergannah, accompanied by the Commissioner's *moonshee* as Superintendent to interfere with and prevent the collections of the farmer, under the pretence of collecting outstanding balances of former years, during which the Ranees had held unchecked possession of the Pergunnah and had no doubt collected all that was possible to collect.' Halliday went on to remark, 'This scheme was apparently too crude and bare faced to have imposed upon an assistant of two months' standing, succeeded in all points with the Commissioner of the Division, who immediately upon the application without consulting the Collector sent the two servants of the Ranee to execute their will on the Estate, superintended by the Commissioner, by the *moonshee* of his office, who as very clearly appears . . . made full use of the authority and influence thus conferred upon him by the highest Revenue Officer in the Division, assumed full powers in the Pergunnah, virtually ousted the farmer and is finally found dictating the Collector the mode in which (the estate) was to be managed for the future.

<sup>68</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, Proceedings of March, 1837, Nos. 44, 44A & 44B.

'The farmer, as you report, made but one payment after the deputation of these persons and then ceased altogether. That he made even this payment is surprising and evinces more and more the capability and punctuality of the man with whom such bad faith was kept by those to whom he looked for support and protection.

'His failure to pay being in July, 1836, reported to the Commissioner, that officer to whose acts the failure was owing, made no scruple of ordering the surety's property to be peremptorily sold, the farm to be attached, unless a second surety was given and the unfortunate farmer to be placed under personal restraint and these orders were as far as possible carried into execution.

'The property of the security was sold by the Deputy Collector of Rajshahi, under the Commissioner's orders on the 27th August, 1836, and brought Rs. 23,200 the account sale transmitted by the Deputy Collector reached the Commissioner on the 27th September and on that date is endorsed in Persian, with an order to the effect that the sale was to lie over till an answer arrived from the Collector to a certain letter written to him..... On 7th December, 1836, the Commissioner confirmed the sale.....

'It is singular but quite in character with the rest of the proceedings that on the 1st September, 15 days before he actually annulled the farm, the Commissioner told the Collector that the farm could not be annulled.....

'Before the farm was annulled he agreed to the extraordinary proposal of the Moonshee Ramkamal Mookerji, backed by the Collector to manage the Pergunnah and collect all the rents *Hal* and *Bukyee*\* under the name of his very trustworthy relation Rajkissen Banerji. Such proceedings as these are so unexampled that the Board is utterly at a loss to account for the occurrence, but there is a circumstance yet unnoticed which if possible is more surprising than all that has gone before.

'On the 2nd September and 5th November, Mr. Steer wrote elaborate reports to the Board of all that had been done and was doing in the Pergunnah, the first takes up the narrative from 16th February,

\*Current and arrears.



1836 and concludes with the 1st September, the second begins where the first concludes and detailed proceedings down to the hour of its date, each of these reports is to appearance studiously minute; orders and replies are quoted at full length and the history of the management of the mehal is carried down date by date from the commencement to a conclusion; yet strange to say, the two most important and certainly most extraordinary features in the whole case, viz., the deputation of the Moonshee on 18th April and his subsequent appointment as "Benamee Tehsildar" on the 1st September, 1836 are never alluded to. Mr. Steer's silence on these subjects is to the Board altogether inexplicable. Mr. Russell's conduct throughout the whole of these proceedings is marked by apathy, indolence and inefficiency.' . . . . . The Secretary thanked Hawkins for a creditable report so early after his assumption of the charge and approved all the suggestions made by him. He was also asked to provide a secret report so that the people involved in this nefarious business could be brought to book. The dismissal of Ramkamal Mookerji was approved and the illegal sale of the property of the surety was annulled. Halliday also sent a full report to the Secretary, Revenue Department apprising him of the whole situation so that the action taken by the Commissioner, Bauleah did not meet with any administrative difficulty.<sup>69</sup>

Now the farmer made a complaint to Hawkins in which he stated that the collection of the Baharbund Pargana was made difficult by Ramkamal Choudhuri, the *jumma-nobish* of the guardians of the minor, Hargovinda Sinha, the *peshkar* of the Ranis, Nityananda Gossain, the *Guru* in conjunction with Ramkamal Mookerji the Superintendent and his *tehsildar*. Further problem arose as the property of the surety which was valued at Rs. 80,000 was sold for only Rs. 23,200. Hawkins suggested the continuance of the lease giving him the fullest opportunity to farm the property. 'The second plan is that of again making the *mehal* to the management of Ranees. I should be very unwilling indeed to adopt this plan, for I am satisfied that the minor's interests are not in any way consulted by the people about these ladies, but that they are enriching themselves by constant embezzlements of his property.' His third suggestion was to appoint three Managers at Rs. 250 each per month in different parts of the Pargana and effect the collection through them.' 'This sounds large', he wrote, 'but were three such Managers appointed

<sup>69</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of March, 1837, Nos. 45 & 46.

and they (were) allowed an additional allowance of Rs. 150 each per month for establishment, the total expense would come to Rs. 14,400. The farming jumma is Rs. 1,62,000 and the gross rental is calculated upwards of Rs. 2,00,000, the expense therefore will be fully justified. The Board supported Hawkins as he annulled the sale of the surety's property which had been bought by Watson. Watson now refused to part with the property and Hawkins recommended that he could be legally deposed under Clause I, Section 88 of Regulation XI of 1822, as he had taken possession of the property even before the surety's appeal reached Mr. Barlow, moreover the Board of Revenue had never confirmed the sale. Hawkins then appointed two Sarbarakars with the approval of the Board and reappointed the farmer Bhowani Prasad Roy, provided he would pay his dues from 1242 B.S. onwards.<sup>70</sup>

Soon however Hawkins wrote to inform that having given the farmer the assurance that there would be no more interference he has agreed to carry the farm of 1244, 1245 and 1246 at Rs. 5000 less for each year. Hawkins considered this to be a reasonable solution to the problem and ordered the release of the farmer from the custody where he had been put by the Rungpore Collector, C. D. Russell, who had been in the post for nine years. The Board's approval to the suggestion brought a long winded sentimental letter from Russell who claimed that anxiety of mind, caused the extreme inattention in his administration.<sup>71</sup> It was further discovered that Russell had allowed one Swarup Chandra Mookerji to act as the *Sezawal* in place of Ramkamal. Soon however Ramkamal tendered his resignation and Hawkins ordered a public enquiry into his actions.<sup>72</sup> He forwarded to the Board the Security Bonds of the *Sezawal* sent by the Collector of Rungpore which had never been registered. Torrens was now sent to take over the charge from Russell who begged to be allowed to remain till he had collected the outstanding rents, of which he claimed to have collected Rs. 63,000, failing which he requested to be allowed to proceed on leave. The Secretary, Revenue Department allowed Russell to go on leave for a month provided he had given charge of every branch of his activity. Torrens was asked to submit a report to the Board in regard to Russell's administration of the District.<sup>73</sup>

<sup>70</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of April, 1837, Nos. 6, 12, 18, 19, 20, 23, 23A, 24, 25, 40 & 41.

<sup>71</sup>*Ibid.*, of April, 1837, Nos. 49, 50 & 54.

<sup>72</sup>*Ibid.*, No. 23.

<sup>73</sup>*Ibid.*, of May, 1837, Nos. 41, 42, 46; of June, 1837, Nos. 21 & 22.

On 25 May, 1837, Hawkins reported about the good performance of the reinstated farmer. Torrens now recommended that the entire amount of interest of the arrears of 1242 and 1243, which came to Rs. 10,935-3-8 only, be remitted. Good collection was reported. The farmer had been able to pay the Government Revenue of 1243 amounting Rs. 84,711-13-7 only.<sup>74</sup> Hawkins now wanted to know whether Ramkamal Mookerji could be criminally indicted for embezzlement or was only answerable to the Civil Court. He felt that for him no punishment was sufficient. Torrens reported in his letter of 5 June that Ramkamal was the main culprit in the indiscriminate embezzlement of the minor's property, who was aided by Hargovinda Sinha and Lalitananda Gossain, both being added at the Ranis' request. Ramkamal absconded as soon as the Board's recommendation to hand him over to the Magistrate for committal to the sessions reached Torrens. It was suggested that he might be apprehended in his house in Saidabad near Murshidabad or at *Jalkee-danga* in the vicinity of Jessore, where he had another dwelling house. Torrens was given leave to subpoena the servants of the Ranis. He now established direct contact with the ryots, which was made easy by the system of issuing receipts for every payment introduced by Maharaja Lokenath Bahadur, so many years ago. Torrens took the pains of examining every receipt that was granted to the ryots and received the commendation of the Board.<sup>75</sup>

Soon however Hawkins reported that Torrens had unearthed the existence of a Bond for Rs. 20,000 given by Steer which fully explained why the late Commissioner allowed the Ranis' people to take part in the collection as well as the reason of Steer's prompt attention to any suggestion made by the Ranis. The circumstance was the existence of a Bond for Rs. 20,000, now in the possession of the minor with the signature of the late Commissioner attached to it. The amount of the bond was made payable to Govind mune. Now as the family put all the blame of this mismanagement to the greed and avarice of Steer, who had already left the country, it became necessary for the Company to examine the bond with more care.<sup>76</sup>

There were many curious features in the bond. Govindasundari, the younger sister of the minor has been referred to as Govindmunoo or

<sup>74</sup>Ibid., of June, 1837, Nos. 6, 7, 8, 9, 10 & 11,

<sup>75</sup>Bengal Board of Revenue (Misc) Proceedings, Wards of June, 1837, Nos. 36 and 37.

<sup>76</sup>Ibid., of July, 1837, No. 14.

Govindmune, to create confusion, as no such person existed. Then the date of the Bond was given as 6 January or July, 1825, which curiously put the bond at the time of the late Raja Harinath, who had little reason to know Steer and a year before the birth of Gobindasundari herself. On 24 May, 1837, W. L. Melville, the Agent to the Governor General in Murshidabad wrote to W. R. Macnaghten, Secretary to the Government of Bengal that the minor Kumar Krisnanath Roy had himself complained that the late Commissioner had forced a loan from them and had proceeded to England without repaying the amount. The Bond promising to pay the principal with 4 percent interest within three years (from 1825 ?) was also enclosed.<sup>77</sup>

The Board was pleased, they wrote, 'From the measures now in progress under the superintendence of Mr. Torrens, the Board anticipate not only a thorough exposure of the frauds and embezzlements that have been practised and the conviction and punishment of the offenders, but a successful recovery of a great portion of the heavy arrears.'<sup>78</sup>

Torrens in his report about Baharbund wrote that he believed that the estate would easily yield a Moffusil Jumma of Rs. 2,00,000 per annum and with strict assessment would easily yield double the sum, i.e. Rs. 4,00,000. He continued, that in 1241 the management of the estates was confined to the Ranis, who continued in 1242. After explaining how all the parties had their hands in the pie he said, 'The alleged object of the mission was a blind, the real end was to intrigue the reinstatement of the Ranis.'<sup>79</sup>

Unfortunately no sooner had Torrens unearthed the real malady in the management of the Court of Wards, than he was transferred from his post on or about 8 July, 1837,<sup>80</sup> which leaves one with the suspicion that the Ranis had influential friends in the Court, who were not pleased with the way in which Torrens was working.

Watson, the purchaser of the Baharbund security's land, having had to return the land, as the sale was annulled now claimed for

<sup>77</sup>Murshidabad Nizamat Records, 1834-1872 (Part II) Letters Issued, p 91, No. 447.

<sup>78</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of May, 1837, No. 73.

<sup>79</sup>Ibid., of July, 1837, No. 14A.

<sup>80</sup>Ibid., of July, 1837, No. 15.

damages. He was paid at the rate of 6% interest receiving Rs. 23,200 from the minor's property.<sup>81</sup>

Hawkins found that in three other districts, namely Rajshahi, Faridpur and Murshidabad, the minor's interests were suffering because of the illegal intervention of the Ranis and their henchmen. He sent a report of the outstanding arrear in the smaller estates of Rajshahi and then tried to solve the problem of Brajapur. Here also as in Baharbund, the farmer did not get possession till 1242, the farmer petitioned that the amount collected by the Ranis, be ascertained by local enquiry and he might be permitted to execute a Bond for the remaining balance, and that the Ranis be held responsible for the collections made by them. In the meantime one Mr. Blackwood became interested in the farm. Hawkins was not in favour of eliminating the existing farmer and asked Derom, the Collector of Rajshahi to fix the amount due from the farmer and also to get the instalment Bond for the balance executed for 1242 B.S. It was not before the middle of August that Ramrudra Chakraborty executed the bond which was approved by the Board.<sup>82</sup>

The total outstanding balance of Habaspur (Faridpur) was calculated as Rs. 5971-14-3-0. This amount stood drastically reduced as the ryots in a rare move of unified action had complained against Government for having levied enhanced revenue without any justification, and had secured a decree from the courts of law. As soon as the revenue became less all other demands like the arrear, interest and disputed possessions came under fresh calculation. It was finally found that the real realisable outstanding rents have come down to only Rs. 1193-7-5-3.<sup>83</sup>

In Murshidabad, the farm of Chak Brindabanpur created similar difficulties as the farmer Sreenath Sanyal could not get the possession of the property till 1242. Halliday wrote emphatically to Hawkins that 'It is deeply regretted that the late Commissioner allowed the Ranees to mismanage the minor's properties in Murshidabad.' Hawkins pointed out that the Collector, Murshidabad was to be blamed equally for neglecting his duty. Even the Collector of Burdwan was not found to be eager to send the accounts. At the behest of Hawkins the Board wrote to the Murshidabad Collector directly on 12 June, 1837 ordering him to

<sup>81</sup>Ibid., No. 16, & 17.

<sup>82</sup>Ibid., of May, 1837, Nos. 5 & 47, of September, 1837 Nos. 4, 5 & 6.

<sup>83</sup>Ibid., of May, 1837, No. 6.

call upon the Collector of Burdwan and to get him to comply with the Commissioner's orders. He was himself asked to supply a general statement of the estates belonging to the minor Kunwar Kissennath Roy, situated in his district from the year 1242 B.S. and also to furnish an explanation for his seeming neglect. Hawkins by November asked for the accounts on Cantonagar. The farmer of Chak Brindabanpur, however created difficulties, writing in November, that he would not be able to provide security. His accounts also proved to be most confusing. The Collector was instructed to find other parties for taking the farm. No accounts of collection could however be got from the Ranis, who had been in possession.<sup>84</sup>

The affairs in Calcutta were in the same state of confusion. Hawkins wrote to the Board on 31 March, 1837, that as the Calcutta properties of the minor has been left to the Court of Wards, arrangements should now be made for collecting the rents. 'The property consists of houses and the premises attached to them.' The Board replied on 22 April, 1837 that his predecessor Steer had handed over the property to the Ranis in response to a petition from them, without referring the matter to the Board. Hawkins was lucky as the Ranis soon needed the intervention of the Commissioner. They informed him in a petition that C. R. Barwell borrowed Rs. 38,000 from the late Raja Harinath by pledging his property in Sibpur, Howrah, by a bond dated 4 April, 1831 at the rate of 7% interest per annum. Since that day only Rs. 8250 has been paid which leaves as outstanding the whole of the principal and a considerable amount as interest. The Ranis sought the assistance of Hawkins for realising the dues. Hawkins took immediate steps for realising the money and was informed by Trevelyan that as the estate of late C. R. Barwell had been declared insolvent, the mortgage of the property, consisting of a garden and a house in Sibpur, Howrah, would pay the bond in full. Hawkins was however disturbed to find that the mortgage of the property had also been released by Steer unilaterally. He was determined to enforce the rights of the Court of Wards, suggesting that except the dwelling house of the minor in Calcutta, all other properties should come under the management of the Court of Wards. He informed the Board that except the Jorasanko house in Chitpore road all other properties yielded rent, these included the premises attached to Jorasanko house,

<sup>84</sup>Bengal Board of Revenue (Misc), Proceedings, Wards, of May 1837, Nos. 12 & 13; of June, 1837, Nos. 25 & 26; of November, 1837 Nos. 2, 3, 30, 31 & 32.

the Bowbazar premises, Halsibagan and the garden house in Circular Road.\* Trevelyan conveyed the Board's decision which approved the suggestions made by Hawkins. Only the Jorasanko house was exempted from the jurisdiction of the Court. Even after three months the Ranis had not made up their minds about the acquisition of the Sibpur property. Hawkins feared that they were playing the same game as before by continuing their correspondence with their Muktears. The Board ordered Hawkins to acquire the property in a rare show of decision, informing him that the Ranis were welcome to give their comments, particularly any objection directly to the Company.<sup>85</sup> Soon after, however Hawkins was glad to report that the Ranis had agreed to take the Sibpur property of the late C. R. Barwell in full settlement of his debt. The drawing up of the deed was first entrusted to W. Thomson, Solicitor but being objected to by the Ranis, was left to Strettell, who had been acting as the Solicitor to the late Raja. Hawkins brought the Calcutta properties under his direct management but failed to get Rs. 51,586-8-9-2 which was calculated to be the cash balance in regard to the properties being held by the Ranis.<sup>86</sup>

In every sphere of the minor's estate Hawkins found mismanagement and confusion. He found the note of hand given by Dwarkanath Tagore for Rs. 75,000. The document was in the name of Brajananda Roy, the late guardian of the deceased Raja Harinath, both of whom were now dead, dated 2nd November, 1827. Hawkins did not have the least doubt in his mind that this loan to Dwarkanath with 4% interest belonged rightfully to the minor. But the Board was sceptical, why did the holders failed to realise the amount in the last ten years. Hawkins replied that, 'the fact of its having been produced by them (executors) is prima facie evidence that it belongs to the Estate.' The Board did not agree and wanted him to find out whether it was endorsed by Brajananda Roy in their favour and whether the late Raja was the assignee before he died.<sup>87</sup> The minor thus lost Rs. 75,000 as principal and Rs. 30,000 as interest from Dwarkanath Tagore. It is strange that nobody thought it necessary to ask the person who had taken the loan and was the only person alive who knew the full facts. The formal attitude of the Board, lost young

\*This is the first time that Circular Road is mentioned in these papers.

<sup>85</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of April, 1837, Nos. 42 & 43; of May, 1837 Nos. 39, 40, 67 & 68; of June 1837, Nos. 34 & 35.

<sup>86</sup>Ibid., of July, 1837, Nos. 25, 26, 31, 32, 37 & 38; of August, 1837, Nos. 25 & 26.

<sup>87</sup>Ibid., of March, 1837, Nos. 8 & 9; of April, 1837, Nos. 10 & 11.

Krisnanath a lakh of Rupees, which if left to Hawkins would have been been easily recovered.

The biggest problem faced by Hawkins was in regard to the Government Securities possessed by the Ranis and was considered by the Board to be their legal right to hold them, as the executors of the Will. The Ranis had already sold through their Muktears several lakhs of the Government paper which did not belong to them. The only redeeming feature was that these had been replaced by the purchase of other Government paper, when they found that the Board had become aware of their fraud and was determined to prosecute them, unless restitution was immediately made. Now the Board asked Hawkins, 'you will also acquaint the Ranees that there is no meaning in their having a fixed allowance, if they are also allowed to spend the interest of the Government Securities, which should accumulate with the Government Agent for investing in fresh paper for the benefit of the minor.' They informed Hawkins that under section II Regulation V of 1799, the Board was given the power to intervene in such cases in spite of the Will of the Raja, and asked him to request the Ranis to hand him the Government Securities which should then be handed over to the Government Agent. The Ranis were to be assured that they would be receiving the allowance of Rs. 50,000 per annum from the Collector, Murshidabad. In spite of the strong attitude shown by the Board, Hawkins replied on 5 August, 1837, that the Ranis had refused to hand over the Government paper, the property of the minor. The Board informed that they would no longer insist upon the delivery of the notes but expected to be furnished with satisfactory assurance that they were still in their custody.<sup>88</sup>

Now the Ranis, undaunted by whatever was happening around them, set forth a veritable charter of demand. First they wanted the interests on Government Securities to be regularly paid to them. Secondly they wanted Rs. 35,000 as the expenses of the minor for visiting Jagannath (Puri). They wanted the annual allowance of Rs. 50,000 paid for the expenses of the family to be assured. Fourthly, an additional annual sum to be fixed for going on regular pilgrimages. The Board was determined to resist this visit to Puri in Orissa, where the life of the minor could be in danger, which will give the Ranis the authority to adopt another son

<sup>88</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of June, 1837 Nos. 14, 15, 16, 17 & 18; of August, 1837 Nos. 44 & 45



and remain as his guardian and executrixes of the late Raja's Will, throughout his minority. Hawkins was instructed, 'In regard to the proposed visit to Juggernath by the Ranees and the minor Kissenath Roy, I am directed to observe that he is reported to be of a delicate constitution and of an age (rising 15 years) when attention to his education is most necessary, it seems very inadvisable for him to go to Juggernath at this season of the year and they would suggest your pointing out to the Ranees, the inexpediency of the contemplated measure.' They also remarked that they had never received any report about the steps taken for the suitable education of the minor, nor of the progress made in his studies.<sup>89</sup>

This letter brought Hawkins to Cossimbazar, where he met his ward for the first time. Krisnanath at the time had three teachers. William Stephen Lambrick, who was recommended by J. C. C. Sutherland, taught him English, History, Geometry, Geography, Chemistry and Astronomy. Pandit Sivaprasad (?), a student of Sanskrit College, who was a teacher for some time in the Gauhati School, taught him Sanskrit and Bengali. The local Maulavi taught him Persian. Thus having a Hindu, a Muslim and a Christian as his teachers, Krisnanath developed a sense of liberalism which was unknown in the moffusil and was quite novel to his family. This liberalism became a fixed state of mind when Digambar Mitra joined him either in late 1837 or more probably in 1838.

Hawkins was quite impressed with young Krisnanath. He reported to the Board, 'His progress in English which he was studying under a Mr. Lambrick, a very respectable man, was rather good, and he reads and writes Bengallee pretty fluently. Mr. Steer had put considerable restraint upon the boy in not permitting him to go out, except on particular occasions and then confining him to his palanquin. This was done under the belief that he was idle and did not attend to his studies. I thought the restrictions injudicious as the minor was 15 years of age and in the course of three years would come into the possession of a very large property. The transition from rigid confinement to uncontrolled enjoyment of this property, I considered (was) to be avoided, it being the very way to making him run into riot and excess. I have therefore allowed him the use of his vehicles and horses, taking care that he did not get into extravagance and that he attended to his studies.' The Collector of

<sup>89</sup>Ibid., of May, 1837, Nos. 71, 72 & 73. .

Murshidabad, Forbes, supplemented the good conduct certificate on 15 June, 'I have reason to believe the Kunwar Kishen Nath Roy to be tolerably attentive to his studies in which he takes considerable interest. He is, I shall say, making most progress in writing and speaking English, the acquisition of which language seems to please him, but I fancy, he does not get on so well in Persian. These comprise the present extent of his studies which are conducted by Mr. Lambrick who is well spoken of and was appointed, I am informed, by Mr. Sutherland during the guardianship of the minor. Mr. Lambrick is at present in Calcutta but his place is temporarily taken by Mr. Jones, the teacher of the Nizamat College in Murshidabad.' The Board almost at once ordered the discontinuance of the Persian studies. They desired that the ward should learn to compose with facility both English and Bengali and acquire a good knowledge of accounts to be able to manage his pecuniary affairs when he came of age. He should obtain knowledge as extensive as possible of History, Geography and the elements of science, particularly those facts of science which would give a proper direction to his efforts in the improvement of his Estate. 'Considering the great extent of Koonwar Kishennath Roy's real property, it is of the first importance that during the remaining three years of his minority, the utmost exertion should be employed to cultivate his mind and render him worthy for the elevated station which he will be called to fill, both by birth and fortune.'<sup>90</sup>

In August, Hawkins received notes from Lambrick and the Collector Forbes, according to which he recommended that to counteract the obstacles to the minor's study, the old Residency could be sold to the minor and turned into a school house as the *Rajbaree* (Palace) was a very unsuitable place for pursuing his studies. He however could not agree to the suggestion of conditional release of the estate on the attaining of majority by the minor. Hawkins however agreed to remove the set of people who had been described by Forbes as 'depraved dissolute characters' from the company of young Krisnanath. Lambrick, feeling that his importance has suddenly grown in the changed situation, asked for a permanent residence in the vicinity of Cossimbazar, 'in order to keep a moderate surveillance on his pupil's moral conduct and daily pursuits.' He also suggested that holidays enjoyed by the minor should be limited to the number enjoyed by the Hindu native officers of the Company.

<sup>90</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of June, 1837, Nos. 56 & 57.

Forbes informed that he had learned from Lambrick that the minor was "jealous of his rank and dignity" and that he was extremely anxious to be formally installed as Raja by the express orders of the Government. He suggested that this be used as a handle in order to make the minor amenable to their directions threatening to withhold his property even after his attaining majority. He also forwarded Lambrick's indents which were a pair of the best globes, a set of largest and most recent map of the world and a separate one of India, a chemistry test set and the best elementary work on Chemistry. Lambrick had particularly commented about the minor's most irregular habit in taking meals, sometimes passing the whole day without taking anything and on other days when visiting more places than one, eating at each. The natural result was that he was unwell to attend to his studies (Lambrick seems not to be aware of Krisnanath's fear of being poisoned at home, which led him to live separately later in Banjetia house). Krisnanath was asked to spend an hour each day in his own *kutcherry*. The two menials named by Lambrick were dismissed from service, they were Jaggo Singh and Hargovind Singh, both body guards. The latter went to Rungpore, nothing is known of the former.<sup>91</sup>

Krisnanath in spite of the impression he made on Hawkins, was in reality put on a straight jacket. Lambrick with the backing of the Collector Forbes launched himself almost as his guardian-tutor. The Residency became his prison in the name of being the new school, where three/four other students of lower rank were ordered to be taught with him. His holidays were curtailed and numbered, while Forbes continued to threaten him, through Lambrick, with the approval of the Board, 'I request, that you will inform the young Raja that in the event of any further complaint. . . orders will be issued on confining him to the house and preventing his going to places at which he runs into excess, injurious to his health and calculated to retard the progress of his studies.'<sup>92</sup>

Krisnanath with his sense of survival did not fail to understand that though he could have taken shelter with his mother and grandmother, the Court of Wards decidedly constituted the lesser evil. Moreover by humouring the Company he had everything to gain and very little to lose. So on 2 October he declared that he was both willing and desirous

<sup>91</sup>Ibid., of September, 1837, No. 11.

<sup>92</sup>Bengal Board of Revenue (Misc) Proceedings, Wards of September, 1837, Nos 11 and 12.

of continuing his studies in the Residency at Cossimbazar. Soon he established friendly relations with the Collector and humoured him by proposing to buy three horses, selected by the Collector's friend Mr. Hickey for Rs. 1900. The Collector was glad to recommend the purchase as he did not consider the horses that the minor had, were very safe or sound either for riding or for driving. As the formal letter written by young Krisnanath is his first direct communication, it is quoted in full,

'To Hon'ble R. Forbes, Collector of Murshidabad,

'My dear Sir, Because all my horses are old and out of four that can be used, two are so wicked that I am afraid to drive them and another my only riding horse is now more than 20 years old. It was bought by my father when he was same age like me, therefore in last Doorgapoojah, I tell my friend Dr. Macpherson and he ordered up from Calcutta three horses for me, I put them in my stable, two good young carriage mares. I drive them both in my Buggy and I take very (great) pleasure from them, other one, the beautiful Arab horse quite young and gentle and I suppose (to be) best horse in Berhampore. The mares cost 900 Rupees and the horse 1000, therefore I hope you will be kind to pay soon for me, to Dr. Macpherson because I feel great favour from him.' He was not going to let this opportunity go in vain. He continued, 'I want a pair of best English carriage harness, also same kind, one set very best Buggy harness, also very best superfine English saddle, bridle and martingale from very best maker, likewise I like four very best English Buggy whips and two neat very best English riding whips, besides I (shall) thank you to order from a English maker a good mahogany desk table.' His refrain was equally intelligent. 'Some times I wish to buy little things for my pleasure, but I have no money and I shame to ask my servant, the Dewan, therefore I beg to allow me 100 Rupees a month; dated 18th October, 1837, signed Cowar Kristnath Roy.' The sanctions of the money, Rs. 1900 for horses and Rs 100 per month arrived in early November, along with the caution that he should not make any purchase without the previous sanction of the authorities. The Board also agreed to the proposal of his occupying the Residency at Cossimbazar.<sup>98</sup> But the Company's Government opposed the idea as they felt the Residency might be occupied by Krisnanath for good. They on 14 November proposed that the minor may buy the property, which information was communicated by the

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<sup>98</sup>The Bengal Board of Revenue (Misc) Proceedings, Wards, of October, 1837, Nos. 25 and 26; of November, 1837 Nos. 15, 16 and 29.

Board to the Commissioner. Lambrick got his reward. He was given an additional sum of Rs. 150 per month and the whole of his salary which now stood at Rs. 350 per month was to be paid from the surplus proceeds of the minor's estates directly from the Murshidabad Collectorate. Recommending the rise, Forbes informed the Commissioner that Lambrick was appointed a teacher of Kunwar Krisnanath from 1833 and fully deserved the rise for doing such a good work with a difficult pupil. The application of Lambrick for rise emphasised on how small his salary was, and how he had been saving the minor from danger and calamities. He declared that on arrival he was given an un-inhabitable house since when he was renting his own. He could not end his application without villifying his employers, 'And such is the ignorance and indifference of the family on the subject of education, that he (Krisnanath) is almost a stranger to those higher incentives to mental improvements derived from the intercourse with enlightened society'... 'The minor's guardians, his mother and grandmother, immured within the walls of the zenana, are utterly unable, however anxious they may be, to guide their son at a period of life so critical as the present to his future hopes and prospects.'<sup>94</sup> It seems that it was Lambrick himself who was quite ignorant about the way in which the two ladies, immured in their zenana, were giving a tough time to the experienced officers of the Revenue and the Board itself.

Krisnanath hit the headlines of the newspapers by opening the doors of the first English school in Saidabad on 1st November, 1837. This was the first English school in the Murshidabad district which was organised by Krisnanath's late father. Krisnanath one of the earliest protagonists of English education also benevolently donated Rs. 2000 for the school,<sup>95</sup> which was by far the highest donation paid by any body to the school.

In 1838 several things changed the course of Krisnanath's life. The most important of these was his friendship with Digambar Mitra. Some people, considering the letter written by the minor on 18 October, 1837 as a sign of his change of attitude, have conjectured that the meeting probably took place in late 1837. The definite projection of his personality

<sup>94</sup>Ibid., of November, 1837, Nos. 33 and 34 and of December, 1837, Nos. 3, 4 and 5.

<sup>95</sup>Brojendranath Bandopadhyaya, *Sambad Patre Sekaler Katha*, Volume II, p 81-82. And Krishnath College Centenary Commemoration Volume, 1853-1953, Raja Krishnath, p. 115-116.

being detected only in 1838, that year has been taken as the possible year of contact.

Digambar Mitra was born in Konnagar in Hoogly in 1817, being only five years older than Krisnanath. He studied in Hare School and later in Hindu College being strongly influenced by Derozio. He was fond of sport but failed to make any noted progress in his studies. David Hare brought him to the notice of J. C. C. Sutherland, who was then the Secretary to the General Committee of Public Instruction. Digambar left Hindu College sometime around 1833-34, to become a teacher in the Nizamat School in Murshidabad but he soon left his job to become the head clerk to the Collector of Rajshahi (this was when he tried to become a farmer of one of K. N. R's Nadia eatates) for Rs. 100 per month. Later however, he gave up this job to become an *amin* under Russell, the Collector of Murshidabad. He is next found serving as a clerk in the Native Infantry Lines in the Berhampore Cantonment.<sup>96</sup> How they came to know each other is not known, but in 1838 Digambar is found as a friend and companion to the minor. Digambar joined the services of Krisnanath in April, 1838, for a monthly salary of Rs. 95.<sup>97</sup>

The Revenue Department underwent many changes. The Bauleah Division was abolished at the beginning of the year, as a result of which Hawkins' endeavour to bring cohesion and organisation to the estates of Krisnanath was lost. The estates of the minor became the charge of the Murshidabad Division, under J. Lowis, Commissioner. There was a little confusion as both the Jaigir of Ghazeepur and Chati Balliapur situated in the Jungle Mehal were not apportioned to the Murshidabad Division. The districts of Dinajpur and Maldah were transferred to the Commissioner of Bhagalpur. The confusion regarding the sending of statement of arrears regarding Lokenathnagar, Lokenathpur and Plassey in Nadia, Chati Balliapur in Jungle Mehal, part of which now came to be known as Manbhum, Jabagram in Burdwan, Islampur in Dacca, Kantanagar etc. in Murshidabad and the Jaigir in Ghazeepur became really unsurmountable. None seemed to be conversant even about the arrear rentals of the Calcutta houses situated in Jorasanko, Chitpur, Bowbazar, Mirzapur and Halsibagan. Commissioner Lowis had

<sup>96</sup>Bholanath Chunder, Raja Digambar Mitra C.S.I., his life and career, (1893 first ed.) p 2-17.

<sup>97</sup>The Cash Book of Raja Krishnanath from 1 January to 31 December, 1839 (1245-46).

of course put priority on Baharbund which was under control. He reported that the farmer had paid Rs. 49,551 against the outstanding balances of 1242 and 1243 and was expected to pay another sum of Rs. 29,096. He suggested that the question of additional security may be kept in abeyance for the next six months, provided of course the payments remain satisfactory. The farmer however did better, providing three additional *mehals* as his security in addition to the old one, the sale of which had been annulled. He divided the collections into three divisions. The Huzoory jotcs amounting to Rs. 74,490-2-7 he collected himself. He employed middlemen for collecting Rs. 1,05,620 after taking sufficient security from them and he sub-leased Gayabaree which yielded Rs. 26,000 to the *putwaris*. His accounts after the payment of Rs. 29,096 stood as under :

	Due balances when the farmer was reinstated	Paid	Balance
1242	Rs. 43,039-4-6	Rs. 24,417-13-4	Rs. 18,621-7-2
1243	„ 73,347-12-7	„ 25,133-13-11	„ 48,213-14-8
Total	Rs. 1,16,387-1-1	Rs. 49,551-11-3	Rs. 66,835-5-10 <sup>98</sup>

N. Smith assuming the charge of the district of Rangpur made a thorough study of the collections of Pargana Baharbund. He reported that during the minority of Harinath, the Court of Wards collected between Rs. 1,71,000 and Rs. 1,88,900 each year. He accused that the farm had been deliberately given on low rentals because of the machinations of Mr. Steer and Mr. Russell. The real rental, the Collector related, was in the vicinity of Rs. 2,50,000 per year. The farmer, as soon as the Collector started making enquiries, had fallen into arrears, as at least Rs. 2,00,000 was expected to be collected. The future of the Pargana he felt was not safe in the hands of the farmer as he felt that the farmer would not be able to pay the full amount. The ryots were getting into agreement with the *Patwaris* to the detriment of the interest of the proprietor. He suggested that the farm might be abolished and *khas* collection resorted to. Commissioner Jackson on 17 April, agreed with the Collector that if the collection did not improve by the end of the year, the termination of the farm has to be effected. He also mused that appointment of an English Manager would be appropriate, provided such a person could be found. The Board was furious on the Collector

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<sup>98</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1838, Nos. 8, 19, 34, 43, 48 and 49.

for his 'confused and unintelligible manner in which he writes of the arrears.' They did not spare the Commissioner either, 'You should have noticed the great omission in it.' He was advised, 'not to disturb the farmer nor unnecessarily harass him, which will only suffer the collection.' A fresh report about the arrears in Baharbund was submitted in July. By the end of the year, the total arrear of the Pargana was found to be Rs. 3,93,545-2-16½. Now it was discovered that the Ranis were hiding certain vital collection papers in their *Katcherry*. Smith asked whether he should use force to get them. He then complained about the Ranis' servants making surreptitious collections in the Pargana. Sutherland was asked whether he could get the papers from the Ranis whose servants were withholding them from the Collector.<sup>99</sup> Thus the Baharbund collection once again became the major problem with the Court of Wards.

The Ranis were in full charge of Murshidabad. It is sometimes difficult not to admire the two almost illiterate ladies who played hot and cold at will, with the Revenue authorities of the Company. On 6 November, 1837, the balances of Kantanagar stood at Rs. 51 886-8-9-2. Letters, cautions, entreaties were of no effect, then on 13 February, 1838, Lewis reported that all the balances had been paid in full into the treasury of the the Collector, Murshidabad. Taylor, the officiating Collector felt that the credit was due to him. In November, the balances had again risen in Murshidabad to Rs. 81,653-15-19¼.<sup>100</sup> The Nadia arrears also rose steadily from Rs. 12,006 in March, which the Commissioner corrected to Rs. 14,119 in April, then to Rs. 27,814 in May and then in December finally to Rs. 2,21,640-7-1¼. The Ranis were of course in charge of Lokenathpur but the high figure proves, that the general collection of the Court of of Wards also was far from satisfactory.<sup>101</sup> The same story was repeated even where the Ranis had no influence. In Chati Balliapur in Manbhum, the farmer defaulted revenue in a jumma of only Rs. 14,001. Part of his security valued at Rs. 15,661, had been allowed to be sold away by the Revenue authorities, now stood at Rs. 4,500 only. By the end of the year the situation improved to record an arrear of Rs. 3271-9-7¼ only.<sup>102</sup> The case of Burdwan was just the opposite it rose to Rs. 298-4-16 at the end of the year<sup>103</sup> from a meagre sum which was less than a hundred rupees.

<sup>99</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of April, 1838, Nos. 25 and 26; of July 1838, Nos. 35 and 36; and of December, 1838, Nos. 24 and 25.

<sup>100</sup>Ibid., of March, 1838, Nos. 12, 13, 14, 15 and 16, and of December, 1838 No. 24.

<sup>101</sup>Ibid., of March, 1838, No. 16; of April, 1838, No. 31; of May, 1838, No. 46; and of December, 1838, No. 24.

<sup>102</sup>Ibid., of April 1838, No. 12; and of December, 1838, No. 24.

<sup>103</sup>Ibid., of December, 1838, No. 24.



There was however a move to make the Ranis the scapegoat for the failure of the Company. It was enquired whether engagement prescribed in section 9 of Regulation 10 was taken from the Ranis and it was found that on 1 October, 1833, Commissioner Tulloh had passed the order for giving over the charge of the Estates to the Ranis. A thorough search turned futile when attempt was made to find whether the Collector of Murshidabad was siding with them. In desperation the Board, which then consisted of J. Pattle, C. Tucker, H. Walters and C. W. Smith, directed to stop the payment of *Mushaira* (monthly allowance) to the Ranis only to be told that they did not draw any. They held Government Securities of Rs. 11 lakhs and carried the interest to their account and as such, wrote Taylor, the officiating Collector of Murshidabad on 21 May, 1838, 'The Collector has no power of coercing them.' The only alternative that was now left to the Board was that the Court of Wards, on behalf of the owner could sue the Ranis in a civil court, regarding the balances due to the minor. Of course nothing was done till 22 October when the Ranis sought permission to go to Calcutta for drawing the interest on the securities. The Collector refused permission unless they had submitted all the papers regarding the collection of Kantanagar and paid the arrear balances into the treasury. The Ranis appealed to the Commissioner who repeated the order which had already been communicated to them by the Collector, adding that if the minor accompanied them his monthly allowance of Rs. 2000 which had been recently granted will also be stopped. The Ranis now appealed directly to the Board who not only allowed them to visit Calcutta but also reprimanded the Commissioner and the Collector, who they thought had exceeded their authority by passing a conditional order to stop the allowance of the minor.<sup>104</sup> The thunder against the Ranis ended in a dishonourable squeak.

The lack of resolution shown by the Board the year before on dealing with the loan of Dwarkanath Tagore for Rs. 75,000 continued. Commissioner Jackson wrote on 11 April, 1838, 'I see no reason why Dwarkanath Tagore should not be called on to deny or acknowledge the Bond, this must be the first step.' Nobody was however ready to take the first step. The Board asked for the history of the Bond on 8 May. Commissioner repeated his request to call Dwarkanath on 25 July, only to be thwarted by Brajananda's widow who refused to endorse the Bond in favour of the minor and claimed it to belong to herself. The crowning piece of folly

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<sup>104</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of May, 1838, Nos. 21 and 22; of June, 1838, Nos. 11 and 12 and of November, 1838, Nos. 8 and 9.

occurred when the Board ordered the Collector to hand over the Bond to Brajananda's widow, unheeding to his argument that the custody of the Bond had never been with her.<sup>105</sup> People unsympathetic to the Board, would easily blame them for giving Dwarkanath the opportunity, for setting up the widow to withdraw the Bond, thus depriving the minor of his legitimate dues, of course with the compliance of the Ranis.

The outstanding balances of the Estates stood as under on 24 November, 1838:—

Murshidabad	Rs. 81,635-15-19 $\frac{1}{4}$
Dinajpur	„ 11,123- 6- 3 $\frac{1}{4}$
Rajshahi	„ 65,024-15-15 $\frac{1}{2}$
Rungpur	„ 3,93,545- 2-16 $\frac{1}{2}$
Nadia	„ 2,21,640- 7- 1 $\frac{1}{4}$
Burdwan	„ 298- 4-16
Manbhum	„ 3,271- 9- 7 $\frac{1}{4}$
Maldah	„ 10,926- 4- 0 $\frac{1}{4}$
Pabna	„ 22,599-10-14 $\frac{1}{4}$
Dacca	„ 303- 0- 0

Total Rs. 8,10,368-12-13 $\frac{1}{2}$ <sup>106</sup>

The position was peculiar as balances of Revenue were due from *taraf* Raghunathpur in Dinajpur and Pargana Lokenathpur in Nadia amounting to Rs. 9000, yet at the same time the Collector's treasury in these two places recorded net surplus in favour of the minor amounting to more than Rs. 77,000. Orders had to be sent out for the observance of the rules prescribed in the circulars with a view to obviate such occurrences in the future, resulting in creating difficulty in the administration.<sup>107</sup> Nothing perhaps could demonstrate more, the incapacity of the Board of Revenue than at this time. The estate of the minor being under several Commissioners who either would not or were incapable of communicating with each other, lacked either organisation or control. No system or policy was followed to improve the collection. The Board periodically villified the Ranis against whom they could not take any action.

<sup>105</sup>Ibid., of April 1838, Nos. 17 and 18; of May, 1838, Nos. 23 and 24; of August, 1838, Nos. 16, 17, 54 and 55.

<sup>106</sup>Ibid., of December, 1838, No. 24.

<sup>107</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of November 1838, Nos. 17 and 18.

Krisnanath in the meantime had been establishing himself as a responsible young man. He sponsored the publication of a newspaper called *Murshidabad News*, in English and Bengali, with his tutor Lambrick as the editor, who was also entrusted to look after the press, already acquired. This was no mean achievement for a young man of 16, at a time when Indian journalism was at its infancy. It ceased publication a year later around the 27th April, 1839.<sup>108</sup> This move had alerted a lot of persons in different places. Commissioner Lowis of Murshidabad wrote to the Board on 20 January, 1838, 'His curiosity appears to have taken a laudable direction and with reference to the affluence of his circumstances I recommend that he be allowed to purchase a telescope, an Orrery, \* some specimens of minerals and an easy book on minerology, also that the repairs of his Barouche be paid for. Neither considering his years, is his desire to possess another Arab horse unreasonable, in my opinion and I recommend this request also, to the indulgent consideration of the Board.' Krisnanath now established a friendly relation with the Collector, to whom he wrote directly about his requirements, most of which was sanctioned by the Board. He wanted to see Jupiter in all its glory and the best Arab horse to go about places quickly.<sup>109</sup> Krisnanath was soon recognised as an able horseman and by looking after them personally, he came to know much about horse than of man. Others who had expensive horses started to send them to his stable for treatment or breaking in.

At the behest of the minor, the Ranis, dutifully as guardians, applied for the purchase of the Cossimbazar Residency for Rs. 10,000. Dr. Macpherson objected to the purchase as he held that he had already purchased the Company's Residence and the filature along with Company's properties in Santipur, Rangamatee, Jungypur, Probesurdah and Commercolly with their residences in a public auction. He held the title deeds of all these places. He was however ready to sell the Cossimbazar Residency and Filature if 'Raja Krisnath' desired to purchase them from him.<sup>110</sup>

On 10 May, 1838, Krisnanath wrote his third letter to the Collector requesting him to enhance his monthly allowance to Rs. 2000. He

<sup>108</sup>Bholanath Chunder, op. cit. p 18; (2) Krishnath College Centenary Commemoration Volume, op. cit. p 116; (3) Brojendranath Bandopadhyay. op. cit. p 205.

<sup>109</sup>Bengal Board of Revenue, of January, 1838, Nos. 50, 50A and 51.

<sup>110</sup>Ibid., of March 1838, No. 46.

\*Orrery,—Clockwork model of planetary system.

acquainted H. P. Taylor, the Collector, that, 'I am a member of many societies and clubs both in Calcutta and Berhampore for which I have to subscribe great sums of money every month. Besides this I have always occasion to subscribe for public purposes and to give charity to the poor.' He also announced, 'I am about to go to Calcutta for my health and prosecute my studies there, as Cossimbazar is a very unhealthy place, I am always sick here.' Lambrick forwarding this letter added in his recommendation that the Ranis are given annually a sum of Rs. 52,000 for the maintenance of the family by the Board of Revenue, yet the sum they allot for the Raja's disposal is as small as they can possibly make it. 'The insincerity and art to which, under such circumstances, he is often forced to resort are I fear exerting a prejudicial influence in the formation of his character and tend to cherish in his mind a love of deceit and duplicity.' He did not fail to point out that according to the Hindu law a boy attains majority at the age of 16, which was the present age of the 'Raja'. 'Nothing therefore, I would submit, is more calculated to convince him that the sole object of the regulation is to guard his property from the injuries of the inexperienced management than the receipt of a liberal monthly allowance during the remaining two years of his minority, in which to exercise his prudence and so fit himself for the charge of all possessions.' Encouraging the wish of the minor to go to Calcutta, Lambrick wrote, 'The benefits that the minor should derive from a residence in Calcutta are in my opinion very considerable. His mind would then be brought within the influence of those advantages which the Presidency affords for the completion of his education, such as intercourse with enlightened Native Society, the company of well informed youngmen of his own age, whose example would give the stimulus of emulation to his own exertion, together with the opportunities of witnessing and inspecting the improvements in the machinery and the arts which are extensively introduced into this country. His health would likewise improve under the full occupation which a visit to Calcutta would insure him.' Lambrick was emphatic about the visit to Calcutta, he wrote, 'His languid and enervated appearance and pale thin body shew that his constitution is suffering and I believe the cause may be sought for in the inactivity of mind and body in which he spends his leisure hours, no less than the dampness and confined structure of his house and the general unhealthiness of Cossimbazar.' The Collector dutifully informed the commissioner that Koonwar Kishenath Roy who is commonly called the Raja of Cossimbazar\* came to see him accompanied by his tutor, Mr. Lambrick.

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\*This epithet is being used for the first time.

He forwarded the two letters favourably recommending the granting of a larger allowance. The Commissioner in a long letter upheld everything that was suggested, concluding, 'If this allowance should be granted, it should be paid direct into the Raja's own hands by the Collector.' On 19 June, 1838, the Board approved the recommendations and ordered compliance.<sup>111</sup>

J. C. C. Sutherland on 11 August, intervened on behalf of the Ranis. He stated that the Ranis alleged that Lambrick had encouraged and supported the minor in his disregard and contempt of the Hindu observances in a series of insulting acts against themselves and in the practice of vicious habits, wine drinking, for an instance. They complained that the minor had assumed control of the entire household and family affairs and displaced the old family servants, substituting a new set of profligate persons who corrupt the youth. They did not approve his getting Rs. 2000 per month, they did not like his independence of mind, and they did not like his going to Calcutta. After stating the Ranis' complaint, Sutherland stated his own views, 'In the name of Koonwar Kishenath Roy, a delicate and important experiment has been made, an English tutor has, independent of the control of the minor's natural guardians, been appointed by the Court of Wards and the result is alleged to be that he has learned nothing useful, and contacted vicious habits and notions which is to put him beyond the pale of Hinduism. It would be greatly to be regretted, should this be found even partly to be true, then the unquestionable good intention of the Court of Wards and the Board in this and other instances might be viewed with distrust.' The Board immediately asked the Commissioner for a report. The Commissioner wrote strongly on 20 September, '.....the allegations are false and the result of selfish intentions. Lambrick's teaching has been most useful to the minor.' He explained in the long letter, that the boy was getting beyond the management of his mother and grandmother, whose chief objection is that he is desirous of looking into his own affairs, and prevent the Ranis from taking advantage of his wardship. 'The charge against Mr. Lambrick.....is totally unfounded, at the same time it is absurd to suppose that a boy can be educated by an English tutor and that he should nevertheless learn nothing in the course of that education which should induce him to doubt the truth of the religion so revolting as that of the Hindoos.' He also saw no objection in allowing the minor to proceed

<sup>111</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of June, 1838, Nos. 37 and 38.

to Calcutta in the company of his tutor. This letter of the Commissioner was supplemented by Collector Taylor's letter of 15 September. He wrote to inform further that the Ranis had already threatened the minor, pointing out that under the codicil of the late Raja's Will they had the full rights 'to adopt another son'. About the minor he wrote, that he was too avaricious or selfish to expend his allowance of Rs. 2000 upon anyone but himself. 'The Koonwar is either by birth a sadist or the most obstinate youngman of rank that ever drove a tutor to despair. His stupidity is only to be equalled by the craft which he has ever employed to escape knowledge.' Lambrick also wrote to the Collector on 6 September. After generally denying the charges made against him in this long letter, he remarked, 'I have never either by word or by act except my refusals to attend the family *nautches* and the countenance I gave to a desire once or twice expressed by the minor that the young woman who had been chosen as his wife should receive the advantage of an education, he regarded as having that tendency attempted to call in question in the presence of my pupil, the sanctity, wisdom or obligation of Hindu observances.' Lambrick also observed that the minor was already proficient in Sanskrit, the religious language of the Hindus. The Board answered Sutherland by sending him the copies of all these letters.<sup>112</sup>

From the letter of Lambrick, it is known that Krisnanath's marriage was being arranged. Having failed to prevail upon the minor in any other way, the Ranis felt that marriage might tame the young man, at least it will jeopardise his plan for going to Calcutta. Krisnanath refused to write to the Commissioner for any grant of money, he refused to be a party to any pomp and ceremony except the very essentials of the function of the marriage. The grandmother wrote to the Collector in vain to prevail upon him pointing out that she had spent Rs. 1½ lakhs at the time of the marriage of the minor's father. Krisnanath agreed to the marriage on his own terms only. He enquired from the Collector the amount that was usually sanctioned for the marriage of the wards, not having many properties and found that it was only Rs. 4500. He agreed to pay from his allowance that amount of money only, as he did not want his guardians to spend theirs, as he felt that many times of which will then be extracted from his properties through the Court of Wards. Ultimately his guardians had no other way but to agree. The girl was brought from her native village by her parents,

<sup>112</sup>Bengal Board of Revenue (Misc) Proceedings, Wards of August, 1838, Nos. 36 and 37; of September, 1838; No. 12; of October, 1838, Nos. 13 and 14.

which was Bhatakul in Burdwan belonging to the 52 village society. The girl was eleven years old and totally illiterate, her name was Swarnamoyee (literal meaning: the golden girl). The marriage took place in Cossimbazar in late Aghran (second week of December). The total cost coming to Rs. 4200. The name of the girl did not satisfy the guardians, so after marriage it was changed to Saradasundari (meaning: the goddess Saraswati and/or her mother, Durga), ringing in harmony with Harasundari (the mother-in-law) and Gobindasundari (sister-in-law). The poet of the Kantanama has ecstatically written about her beauty of which he heard from others when he came to visit Krisnanath two years later. He emphasised the fact that the name was a birthmark of the bride, whose skin looked golden. As the largest section of this book will be devoted to her, any further description is desisted at this point.

The year ended with Sutherland being appointed as the sole testamentary guardian of the minor by the Board of Revenue. He pointed out to the Board on 18 October 1838, that as female testamentary guardians were not deemed to be eligible and now set aside by the nomination of Mr. Lambrick as the tutor appointed by the Board, independent of them, he was agreeable to assume the trust provided all authority including retention and dismissal of the tutor was vested in him. He then asked that 'the Commissioner and the Collector may be duly informed of the authority to be exercised by me.' When this was agreed to by the Board he commanded that the minor's personal monthly allowance may be paid through him.<sup>113</sup>

As the year closed and the minor moved to within one year of the end of his minority, the tensions increased and all the parties prepared for a showdown. The Board of Revenue consisted of J. Pattle, C. Tucker, R. D. Mangles and C. W. Smith, none of whom had the reputation of being a strong administrator, the result of which inevitably was that decisions took a long time to come, while the problem complicated itself as the time went by. In 1839, to the three existing parties, namely the minor, the Ranis and the Board, a fourth was added in the person of J. C. C. Sutherland, who was now the guardian appointed by the Board, having the sole responsibility of looking after the minor. This only made the proceedings of the year, even more complicated than they usually were.

<sup>113</sup>Bengal Board of Revenue (Miscellaneous) Proceedings, Wards, of November, 1838, Nos. 21, 22 and 23; of December, 1838, No., 44.

Jackson, the Commissioner of Murshidabad, acting as the Court of Wards for the minor Krisnanath, asked for the arrear accounts of the minor's estates. The Commissioner of Bhagalpur informed the Board that in Maldah the minor had two considerable estates. In Pargana Chandlia, the arrears of the past two years were Rs. 4151-5-11½ and Rs. 2764-13-9½ respectively, a large part of which he expected to recover, but in Raghunathpur the total outstanding was Rs. 27,167-9-13½. At the end of the year, the Commissioner of the Bhagalpur Division informed that the total outstanding was only Rs. 5781-3-5-1, complaining that because of the mismanagement of the Ranis, the surplus in Raghunathpur had been reduced to only Rs. 1133-9-11.<sup>114</sup>

The accounts of the Jaagir in Ghazeepur was one of the earliest to arrive, but the question regarding the validity of the tenure was also raised as the minor was not supposed to pay any revenue to the Government. A suit had been instituted by the Government against the minor. Jackson wrote to the Board on 23 January, 1839, 'The Ranees are the testamentary guardians and have by Will, the possession of the personal property of the minor and under section 32, Regulation 10, 1793, a ward of Government cannot be sued but under the protection and joint names of the guardians.' On 5 February, the Board merely confirmed that a suit had indeed been filed against the minor. Jackson informed E. P. Smith, the Commissioner of the Gorakhpur Division and requested him, for a copy of the 'Ghazeepur notice'. The Ghazeepur rent free lands estimated a surplus of Rs. 7000 and it was requisite to issue the necessary instructions for recovery and adjustment of the amount through the accountant of the North Western Province. On 4 December, 1839, the Board only vaguely instructed Jackson how the outstanding payments of the Jaagir might be accounted along with the balances locked up in the Court of Law. It was not till 24 December, however that the Board had the time to write to Jackson that he should take over the conduct of the suits in which the minor was made a party, regarding the Jaagir of Ghazeepur, with all practicable dispatch and arrange for his defence.<sup>115</sup>

Jackson sent out early reminders to the Jessore Collector for sending the outstanding balances of the minor's estates. On 22 May, 1839 he wrote to the Commissioners of Jessore, Bhagalpur and Ghazeepur requesting

<sup>114</sup>Ibid., of January, 1838, No. 10 and of December, 1839, No. 10.

<sup>115</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1839, Nos. 12, 13, 14, 15 and 16; of February, 1839, Nos. 4 and 5, of March, 1839, Nos. 2, 3, 19, 20. and of December, 1839, Nos. 11 and 50.



them to prepare the accounts of the minor's estates in order they might be made over to him without difficulty at the close of the year 1246 when he came of age. He announced that on 12 March, 1840, Krisnanath would be attaining majority. W. Dampier wrote to Jackson informing him that the Board by an order dated 8 May, 1839, had notified that the estates of the minor was to be placed in the hands of the Ranis. This made Jackson write a furious letter to the Board in which he wrote that he had put on public record his opinion in regard to the Ranis; he reminded the Board that unless the order of 8 May was totally scraped it would be disastrous to the minor to have the Ranis back in his estates. The Board denied that the 8 May order suggested any positive action, writing, 'With regard to the inexpediency of giving over charge to the Ranees any part of the minor's estates, a question which you have somewhat unnecessarily discussed at great length, the Board concur in the opinion which you have expressed and which is in fact in accordance with their own recorded sentiments and the whole tenor of their instructions.'<sup>116</sup>

Jackson now on 2 April, 1839, wrote to Capt. Hannington, the principal assistant to the Governor General's Agent asking for the total amount of balance in the estate of the minor in Chati Balliapore. Hannington could not send the account but made excuses about the various difficulties in collection, he finally sent a list of tenants who had absconded in 1244.<sup>117</sup>

Requests for sending the outstanding balances were sent to the Collector of Rungpur early in the year. In the meantime the Board had forwarded a letter of Sutherland of 26 January, in which he had informed that the Ranis had agreed to hand over the papers that had been kept back in Rungpore *katchery*. They had already written to their agent to hand over whatever papers there were, to the Collector, Rungpore. The Collection of Baharbund Pargana was not satisfactory either. The Collector informed that Balaknath Mustafi had been appointed *Sezawal* for better collection. Jackson informed him, 'The Koonwar becomes of age on the 12th March, 1840, but I think it advisable to continue the Wards management to the end of the year.' Having the approval of the Board he informed the Collectors that the estates would be delivered in the new year, that is in April, 1840. He wrote to the Commissioners also.

<sup>116</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1839, Nos. 34, 35, 36, and 37; of June, 1839, No. 4; and of December, 1839, Nos. 18, 19 and 20.

<sup>117</sup>Ibid, of April, 1839, Nos. 28, 29 and 30.

Now it was found that Pargana Baharbund had been leased out a year beyond the ward's minority. On enquiry he found that the lease would hold nevertheless and the owner would not be able to disturb the farmer, till the expiration of the lease. When Sutherland came to know of this he wrote to Jackson that Bhawaniprasad Roy was a man of straw having as his security Bholanarain Thakur and Girishnarain Thakur two very substantial tenants of the minor in the Pargana. The farmer's balance on account of past year was Rs. 58,000. His current dues have risen to Rs. 52,000 of which Rs. 24,000 have been due since the end of Magh or for ten months. The farmer has little property and the estate of his security was not worth more than Rs. 25,000 (it was sold in the past for only Rs. 23,000). Under the circumstances, Sutherland suggested that prompt measures might be taken to levy, past and current arrears on the estate of the defaulters. He suggested termination of the lease before the end of year. 'If they start collection for 1246 before settling the arrears, there will surely be great loss to the minor and the Government.' Smith, the Collector being asked for report, informed that all the outstanding dues had been paid up by the lessee. The Board agreed with the Commissioner on 5 June that the minor be granted his property at the end of 1246 or on 1 Baisakh, 1247, except the Baharbund lease which would have to be allowed to be continued one year after the coming of the age of the minor. As this decision of the Board had to be approved by the Government of Bengal, Halliday, the Secretary informed the Board, of the approval of the Hon'ble Deputy Governor of Bengal, but he also added that, 'it would not be advisable to attempt the realisation of the old balances of Pargana Baharbund during the short remaining period of the non-age of the minor.' Sutherland in great agitation wrote to the Board on 15 April that an illegal order had been passed by the Commissioner, Rajshahi division prohibiting all collection in Baharbund. He further informed them that 'the tenants of Baharbund alone owe the minor about Rs. 12 lacs and of course every day renders recovery more difficult and impossible.' Sutherland was forwarded all the orders passed by the Government and was requested to correspond with the Commissioner in the future.<sup>118</sup> The affairs of this Pargana came to further light during the enquiry against Steer.

Following the reports made earlier, Halliday, Secretary to the Government of Bengal wrote on 22 January, 1839 to the Secretary,

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<sup>118</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1839, Nos. 29, 51 and 52; of March, 1839, No. 31; of June, 1839, Nos. 4, 5 and 6; and of July, 1839, Nos. 9, 10, 11 and 12.

Revenue Department that on return of Mr. Steer to India, a full enquiry would have to be made regarding the transaction of the bond for Rs. 20,000 given by him to the guardians of the minor. The Hon'ble Court had directed that investigation be made forthwith. Animated by the proceedings against Russell, the late Collector of Rungpur, the Hon'ble Court desired that a full enquiry be made regarding both of them. 'I am therefore directed to request that the Board will institute such further enquiries and call for such additional expenses as may on this particular subject seem to be necessary and submit the result with their opinion for the information of the Government.' Proceedings were drawn up against Steer. The charges were as follows :—

- (1) He neglected to credit Rs. 8685, received by Russell, Collector, Rungpur, who received it as a judicial credit.
- (2) Party to the embezzlement of the minor's account by Russell, late Collector of Rungpur.
- (3) Rs. 9246 under the head 'inefficient balance' was agreed to be made good, but never was.
- (4) Inefficiency and maladministration of the district of Rungpur aided by Russell.
- (5) Sudder Jumma of Rs. 11,000 defaulted.
- (6) Bond of Rs. 20,000 to the Ranis, the receipt was in the name of the minor's sister.
- (7) He allowed other people to raise money in the farm of Baharbund.
- (8) He had much to conceal in November, 1836. A property worth Rs. 80,000 was sold for only Rs. 23,200.

While the Board was investigating the charges, Steer got wind of what was happening and refused to leave England, producing a doctor's certificate to prove that he was still very ill, and not fit to travel. He was not ready to face degradation but preferred to wait a full year when the judgment on the charges would be passed. He however appealed to be spared the degradation of a public enquiry and was half ready to resign from service.<sup>119</sup> The anger of the administrators would not allow Steer to resign. They were particularly concerned about the bond which they considered not only illegal but also corrupt. Steer in his reply made in January, 1838, tried to say that though he took the money, he did not

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<sup>119</sup>Bengal Board of Revenue (Misc), Wards, February, 1839, Nos. 23, 24 and 25.

know that it was being lent by a relation of minor Krisnanath. Melville, reminded him that as a result of taking the money he had allowed two servants of the Rani and his own Munshi to plunder the farm of Baharbund at will. Steer wrote long letters professing his innocence. He was told that the Government would be directed not to employ him in a public situation without a clearance from the Court of Directors. It was now decided to proceed against him in a Court of law. The real date of the Bond was discovered to be '6th July, 1835' which had been deliberately predated to create confusion. The Ranis however, came to rescue Steer. Umanath Dewan, who represented the Ranis, could not be found. It was said that he had gone on a pilgrimage. His presence was necessary in the suit against Steer as he had actually paid out the money. The Bond could not be found at first but was then discovered. The Ranis were now living with all their adherents in Calcutta. Papers relating to the investigation of Russell by Torrens were also put up. By June proceedings against Steer was ready. Krisnanath also came to Calcutta, to be easily available. <sup>120</sup>

Jackson reported on 29 July that the preliminary investigation about the money transaction between Steer and the Ranis was completed. He forwarded depositions taken of 1. Ramnarain Dutt, Muktear, 2. Anandamohan Baug, 3. Narain Poddar, 4. Gangagovinda Roy, 5. Madan Mohan Sircar, 6. Rammohan Roy, 7. Ramhari Bakshi, 8. Rani Harasundari, 9. Rani Susharmoyee, 10. Sreenath Chattopadhyaya, 11. Rashbehari Majumdar and 12. Ramtanu Roy. Dewan Umanath was in Brindaban. It was revealed that the grandmother and the mother of the minor, had actually paid the money. The money was paid in July, 1835 and not in January or July, 1825, as had been written in the Bond. In 1837, Steer left India, but in April, 1836, he allowed Hargovinda Singh, one of the Ranis' servants, Lalitananda, the family pundit and Ramkamal Mukherji, Steer's own *peshkar* to make collection, as a result of which the farm of Baharbund was broken down. The Bond was in the name of 'Govind munnee', the sister of the minor being known as Gobindasundari. The object of introducing a false name, opined Jackson, could only mean concealment. The loan was given under a false name because Steer never intended to pay his loan at all, which indeed clearly established the nature of the transaction beyond doubt. There was a slight difficulty in regard to the deposition as Ramnarain Dutt refused to take oath. Therefore the

<sup>120</sup>Ibid., of March, 1839, Nos. 29 and 30; of May, 1839, Nos. 2 and 3; of June, 1839, Nos. 20 and 21.

deposition of all the others were then taken without oath. The depositions though extremely interesting as a socio-economic study may be generally left alone. Both Rani Harasundari and Rani Susharmoyee deposed personally from behind the screen. Rani Harasundari was illiterate and put a cross over her name. She is said to be about 33 years of age at this time. This is quite plausible as it will put her year of birth around 1806, marriage in 1819, first child in 1822 at the age of 16 years and death in 1904. Rani Susharmoyee was literate, signing the deposition as 'Sreemati Susharmoyee' in Bengali. She is said to be 75 years at this time. Probably she had lost count of her age as this would put her year of birth in 1764, which would be the same as her husband, Lokenath, and her only child would be born at the age of 38. Both the situations are rather strained and unusual in the prevailing social context. It is quite possible that she felt older than her age giving a wrong impression to the Commissioner. She died in 1848. During the deposition, Susharmoyee revealed that the money was paid from the joint account in Bengal Bank notes. She asserted that 'Govindmunnee' was the sister of the minor who was about nine years of age at the time of giving the loan in 1835 (this puts the year of birth of Gobindasundari correctly in 1826. This is an important information in view of the fact that later she tried to dispute her year of birth claiming to be younger.). These depositions were taken in Calcutta between 28th May and 1 June, 1839. The depositions of the Ranis were taken on the last day. The depositions did not reveal any thing that Steer had himself not informed. The Board now strongly felt that official influence was used detrimental to the interest of the minor. It was however not before 24 December that the Board of Revenue recommended to the Government of Bengal that there existed substantial grounds for making a regular and formal enquiry into the truth of the charges against Steer. A point by point case study and the Regulations contravened was enclosed. The four major charges were that he took a loan with no intention of repaying, it was in the name of an infant which was falsified and the note antedated to avoid detection. He used his official position to obtain the money from the Ranis in return of which he allowed their agents to plunder the farm of Baharbund. Here the matter rested for the present as well as for the future.<sup>121</sup>

The collection of Kantanagar was as bad as others. Here the special feature was that a terrible dispute had started between the Commissioner

<sup>121</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of August, 1839, Nos. 9 and 10; of December, 1839, Nos. 53, 55 and 56.

and the Collector of Murshidabad. Jackson was furious at receiving private letters familiarly written by the Collector. Chastened by the rebuke, Taylor, the Collector went back to the usual form of address but that unfortunately did not help in improving the collection of the minor's property. Jackson complained to the Board that the Collector disobeyed him and had no interest in going to the mufasil directly to superintend the collection. The Board backed up the Commissioner, asking him to order the Collector to go to Kantanagar. The Ranis joined the controversy by moving a petition in the Sadar Dewany Adwalat about the bad collection in Kantanagar. It became even difficult to ascertain what was the annual collection of the whole Pargana. The Ranis however played their usual role by taking away some of the papers. It was ultimately resolved in two statements, none of which professed to be complete that the annual *hastabood* was somewhat around Rs. 68,871 (Rs. 35,149 & Rs. 33,722). Jackson now reported to the Board that the problem of collection that had arisen in Kantanagar was because of the Ranis' agents secretly collecting there. Soon Nadia also presented the same problem, having the same cause of malady.<sup>122</sup>

The collections were bad in almost all the estates. J. C. C. Sutherland now proposed that in view of his fast approaching of age at the end of the Bengali year, the minor may be allowed a monthly sum for entertaining and corresponding with the various parts of his estates. He should be given a chance to know about his collection and records. Every zemindar who lets out his estates in farm always keeps an agent of his to watch the farmer. Sutherland also suggested that the minor may be given the opportunity of visiting his zemindari. However practical the suggestions may sound they were vehemently objected to by the Commissioner, Murshidabad. On 24 September, 1839, Jackson sent his general report on collection, explaining how the Ranis without helping had always thwarted the collection. Even in managing the personal properties of the minor the Ranis had shown themselves equally unworthy of confidence. Their interference in Baharbund had caused the maximum confusion and the collection of Kantanagar was equally jeopardised. Even in Chati Balliapur and Nadia, the agents of the Ranis were constantly creating trouble. 'The Ranees have repeatedly shown that they do not act with good faith, that they have not the interests of the minor in view, but their own private gain and advantage', wrote Jackson. 'The Ranees are conse-

<sup>122</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of March, 1839, Nos. 32 and 33; of April, 1839, Nos. 11, 12, 17, 18 and 19; of May, 1839, Nos. 10 and 11.

quently not fit to retain charge of the estates of the minor and there is good reason to expect from past experience that if they are so trusted they will betray their trust and the minor will be a loser by it.' The accounts of the estates in Rajshahi and Jessore were submitted. The current arrears of Nadia in 1244 and 1245 showed an arrear of Rs. 32,741-12-8 while previous balance amounted to Rs. 70,758-12-9. These figures however related to only Pargana Lokenathpore.<sup>123</sup>

The unfortunate Krisnanath had predators looming everywhere in the garb of a friend to chew away a slice of his property. Even his English guardian J. C. G. Sutherland wrote to the Board that he may be given the charge of the minor's properties in Calcutta which he would manage for a small honorarium and was sternly told that the Collector of 24 Parganas was quite competent to look after them. This correspondence records the monthly and annual income from these porperties and also where they were situated.

*The Calcutta property of Kunwar Krishnanath Roy.*

No. 1 At Jorasanko, lower roomed godowns and stables	Rs	56- 0-0 per month	Rs.	672- 0-0	p.a.
2. at Hanspukuria lane, a house	"	9- 5-2 " "	"	111-14-0	"
3 " Jorabagan public road, a house	"	2-10-8 " "	"	31-11-0	"
4. " Jorabagan -do-another house	"	13- 4-2 " "	"	166-10-0	"
5. " Nimtolla a house	"	21- 9-1 " "	"	259- 3-0	"
6. " Bowbazar a house	"	86-12-2 " "	"	1041- 7-0	"
7. Burrabazar house of Jagat Seth	"	291- 7-1 " "	"	3497-10-0	"
8. A garden of Halsey	"	67- 7-9 " "	"	809-13-0	"
9. A salt gola at Chitpur	"	2- 1-0 " "	"	24-12-0	"
10. Mirzapur garden and house	"	0-13-6 " "	"	10- 3-0	"
11. Ultadingi garden	"	2-12-0 " "	"	33- 0-0	"
12. The new Ultadingi garden	"	0- 4-2 " "	"	3- 2-0	"
Total	Rs.	555- 4-0 per month	Rs.	6661- 5-0	p.a.

Here also the outstanding balance could not be recovered, though it amounted to only Rs. 129-6-7 because of tenants who absconded without paying. In Jorasanko seven tenants, all of them Bengali, defaulted Rs. 46; in Nimtolla one Bengali tenant defaulted Rs. 28-9-7; in Burrabazar four tenants, two of them Bengali and two outsiders, ran away not paying Rs. 31-14-6; in Halsibagan of the eight defaulting tenants only two belonged to Bengal, the rest were outsiders, total default was Rs. Rs. 22-14-6.<sup>124</sup>

<sup>123</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of May, 1839, Nos. 41 and 47; of October, 1839, No. 16; of December, 1839 No. 11.

<sup>124</sup>Ibid., of March, 1839, Nos. 25, 26 and 27; of April, 1839, No. 30; of September, 1839, Nos. 19, 20, 21 and 22.

The Ranis were interested in nothing except cash collections in the minor's estates which they embezzled with impunity. Sutherland wrote to the Board on 7 November, 'There are no less than 18 suits which the mother and the grandmother of the Koomar have allowed to be struck off for want of pursuit. There are others also elsewhere in same predicament.' The Board asked the Commissioner, sending him a copy of the letter, to adopt measures for conducting the defence of these suits.<sup>125</sup>

Sutherland had earlier attracted the Board's attention to an important suit which was still pending in the Supreme Court. He wrote on 11 December, 1838, 'You are aware that Shamchurn and Ramchurn Nundee, kinsmen of the late Raja Hareenath Roy filed a bill in Equity in Supreme Court against the late Raja for a partition of the estates on a plea of family coparcenery. The issue of facts were tried in Common Law and found in favour of the Raja. The death of the Raja and the ill judged parsimony of the Executrixes of his Will have prevented this matter from being prosecuted to a final decree.' Strettell, the Raja's attorney had written many times urging the importance of obtaining a final decree dismissing the Bill while Sir E. Ryan, who tried the issue was in town. The sons of the original plaintiffs, who were both dead, had agreed to abandon the suit provided they received money. Sutherland informed the Board that the expense of obtaining a final decree was estimated at about Rs. 9000. He urged the Board to direct the Collector, Rungpur to remit this sum of money to him. Jackson recommended the payment which was approved by the Board, who remarked that in law proceedings it was better to deal with Sutherland. In July, Sutherland informed that it was necessary to pay Rs. 40,000 to the two cousins of the minor in order to dismiss the Equity suit still pending in the Supreme Court. There was some doubt in the mind of Jackson who wrote to the minor directly. Krisnanath replied on 18 August, 'In reply to your letter of 3rd July last, which I have now the honor to acknowledge, I beg permission to remark that the sum which my cousins have consented to receive is not twenty thousand rupees but forty thousand company rupees. I entirely concur with my guardians in thinking that this latter sum should be paid out of the proceeds of my estate to my cousins Gourcharan and Bissencharan Nundees, with a view to attainment of the object you have specified in the letter under acknowledgement.' The Board however wanted an assurance from Sutherland that the payment

<sup>125</sup>Bengal Board of Revenue, (Misc), Proceedings, Wards, of November, 1839, Nos. 22 and 23.



of this money would end the suit and be beneficial to the minor. Rs. 20,000 was to be paid to each of the plaintiffs besides paying Rs. 9000 to the lawyers and attorneys. The Board was however, not eager to make this payment.<sup>126</sup>

Sutherland wrote to the Board again on 7 October, 1839, giving a summary of the suit and forwarding a certificate from T. E. M. Turton, the counsel of the minor, dated 9 October. He advised that the best course open to the young Raja was to effect a compromise, which would prevent any further chance of the issues being opened in the future. He informed them that counsels of both the parties will be present and that Sir Charles Grey, the Chief Justice had also expressed hope to see the end of the feud between the cousins. The Board on 31 October issued orders to pay Gourcharan Rs. 20,000 and Bisnucharan Rs. 20,000.<sup>127</sup> The suit was then compromised.

Krisnanath had proceeded to Calcutta immediately after his marriage accompanied by his teacher Lambrick and his friend Digambar Mitra, in December, 1838, and instead of living in the family house had put up in the Mirzapur garden house which having been built by an Englishman was much to his taste than the huge sprawling damp house in Jorasanko. He was spending pretty freely and planned to perform the Saraswati Puja in Cossimbazar, the estimate for which was Rs. 5000. Sutherland urged the Board to increase his ward's allowance to Rs. 15,000 per month which was to be paid through him. Jackson was not happy and pointed out that Sutherland did not keep any security with the Company, so it would have to be decided whether such a large sum should be given to him without security. The Board as usual took the easy way out of the problem. First they said that the Raja had stayed in Calcutta long enough and should return to Cossimbazar. Then they were angered by the obstinacy of the seventeen year old minor and demanded that he should return to the family residence otherwise no advance of money either for Puja or for equipage would be given. At the end they desired that he would bring his young *rani* and stay with the Dowager Ranis in Jorasanko. Krisnanath disobeying all the suggestions returned to Berhampore to perform the Saraswati Puja with great eclat in Cossimbazar, after which he fell ill and was attended by the Civil Surgeon

<sup>126</sup>Ibid., of January, 1839, Nos. 47 and 48; of September, 1839, Nos. 42 and 43.

<sup>127</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of November, 1839, Nos. 6, 7, 8 and 31.

G. Macpherson. Sutherland tried to reason with the Board. 'The young man has now reached an age which does not allow coercion nor would that be advisable in the case of one so selfwilled.' He proposed to request the young Raja to return to Calcutta as soon as he was well again. Even in May, Krisnanath was in Cossimbazar. As a last resort Jackson sent for him and was most impressed by the upright, civil and straightforward young man. Jackson wrote the Board, 'He told me over and over again that he entertained a great repugnance to leaving Murshidabad. The reason which seemed to me to have most weight with him that was, attempts had been made on his last visit, to induce him to execute a deed in favour of the Ranees of Cossimbazar and his apprehension is that solicitations on this head will be renewed, should he come down again and that he may be led to commit himself by this means to the great prejudice of his interests. If this is the case he acts wisely in keeping out of the way, but independently of this consideration, he seems to have the greatest objection to placing himself within the sphere of the Ranees' influence and stated that he would rather give up his allowance altogether than to return to Calcutta.' On 22 May, 1839, he informed, 'The Koonwar becomes of age on 12th March, 1840, but I think it advisable to continue the Ward's management to the end of the year. I request to be favoured with the Board's authority to this effect. I have ascertained from the horoscope of the Koonwar's nativity that his age is, as I have stated.' The Board approved the suggestion and ordered that the minor be granted his property at the end of 1246 or on 1 Baisakh, 1247 and that the Baharbund lease will have to be allowed to be continued one year after the coming of age.<sup>128</sup>

Sutherland however, continued to press for the increase of the allowance of the minor to Rs. 15,000 per month. He argued that no part of the allowance given to the Ranis for the expense of the minor is disbursed to him. Now marriage has imposed upon him extra expenses. The Company is known to increase allowances on the occasion of marriage. In this case nothing had been done. He pointed out that from the point of view of Hindu Law the young Raja was already an adult. If he had not been a *Malgoozar* he would have had the charge of his affairs. He warned, 'that to withhold the increase of allowance and the sum for outfit is to expose him to the temptation of borrowing.' The Commissioner recommended the increase in allowance which received the consent of

<sup>128</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of March, 1839, nos, 23, 24, 34 & 35; of May, 1839, no. 36; of June, 1839, nos. 33 & 34.

the Board on 3 July, 1839. Sutherland again asked for Rs. 15,000 for the minor on 30 August, which was approved by the Board on 18 September.<sup>129</sup>

Jackson on 24 September, 1839, reported to the Board the minor's views about the Ranis. 'The Board will be pleased to remember that the minor has repeatedly expressed his opinion that the Ranees have acted unfairly by him and that large sums are due from them on account of Estates as well as the personal property for which he at a time expressed his intention to prosecute them on attaining majority, he also has complained that during the time he remained at Calcutta, attempts were made by the Ranees and by others in their interest to take advantage of his youth and inexperience and to induce him to sign certain bonds in favour of the Ranees for their maintenance and to render them independent of him. They have made themselves personally so disagreeable to him that he actually stated that he feared he should be poisoned were he to remain under their roof. Whether his fears actually went so far, I cannot say, they may have been exaggerated, but he left the Ranees in his own house in Cossimbazar and has since been separate.' It was from this time that Krisnanath started living in Banjetia House in Cossimbazar and at the Mirzapur garden house, later to be known as the Circular Road house in Calcutta. Jackson continued, 'The Board have repeatedly expressed their disapproval of the Ranees' conduct; having gone so far at one time as to prohibit the payment of the allowance of Rs. 50,000, the order however could not be executed and appears to have been passed inadvertently, as the Ranees pay this allowance to themselves from the personal estates.' Jackson angrily commented that, 'age, sex and ignorance had rendered the Ranis to be totally unfit for any trust and there were repeated instances of bad faith shown that their only object was to enrich themselves at the expense of the ward'.<sup>130</sup>

Sutherland did not demur in asserting the right of the minor demanding that Rs. 5000 be paid to the Raja for Durga Puja. This letter dated 4 October, 1839, was countersigned by Krisnanath. This was however approved by the Board on 19 October.<sup>131</sup>

Sutherland now complained that Jackson, Commissioner, Murshidabad did not consider the funds of the minor in other divisions subject to his

<sup>129</sup>Ibid., of July, 1839, Nos. 3 and 4; of September, 1839, Nos. 33 and 34.

<sup>130</sup>Bengal Board of Revenue (MLCL) Proceedings, Wards, of October, 1839, No. 16.

<sup>131</sup>Ibid., of October, 1839, Nos. 23 and 24.

order, this has created some difficulty as the authority is not centralised in one place. He wrote, 'I take the liberty of suggesting that it will be somewhat inconvenient if the minor is to deal with several Court of Wards, instead of one and that it would be desirable if the accounts were concentrated in the Court having the sole disposal of the minor's monies, which should be treated as a single fund.' The Board did not give authority to any one Commissioner but made the funds available to a Sutherland.<sup>132</sup>

The Ranis however were not sitting idle. On 13 April, 1839, just a day before the Bengali New Year, they sent a petition to the Board forwarded by N. B. E. Baillie, Government Pleader of the Sudder Dewany Adwalat. In the petition they expressed their fear that they would be insulted by their son and requested the Board for 'suitable alimony according to their rank and station in life and usage of their family and the wealth of the estate.' They wanted that the Company's papers of the late Raja Harinath which were in their custody might be assigned to them so that they would be entitled to the interests. To cover the full amount of the Promissory notes they now put in a claim for the minor sister Gobindasundari also. They charged that all the old and trustworthy servants of the family had resigned and they were themselves daily threatened. They opined that they were apprehensive that the estate might be ruined if placed in the hands of young Krisnanath. They produced a paper dated 6 January, 1839, in which Krisnanath had through the intervention of Sutherland executed a deed in the shape of a letter fixing an alimony of Rs. 800 for Rani Susharmoyee, Rs. 1200 for Rani Harasundari, the mother and Rs. 300 for Gobindasundari. Presumably this was the deed which prompted Krisnanath to flee to separate lodgings. The Ranis however considered the sums to be most inadequate as they complained, for their occasional acts of piety, charity and pilgrimage, as well as living. They prayed for a substantial increase and also for separate houses for each one of them. Referred to Sutherland he answered that he had considered the sums fixed by the young Koonwar to be more than sufficient (presumably these were sums fixed per month). He told the Board that he did not consider the Ranis had any claim either under the Hindu law or any family custom. The Board did not close the matter but requested Sutherland to ask Krisnanath to reconsider the amounts in

<sup>132</sup>Ibid., of December, 1839, Nos. 19, 20, 23, 24, 25 and 26.

the light of Hindu Law and usage of the country, sending him a reminder when they did not get any reply on 25 September.<sup>133</sup>

Things were coming to a head. Both the parties had become thoroughly distrustful of the other. The Ranis had no mind to part with the wealth, they had gathered over the years of minority of Krisnanath. The young Raja on the other hand was determined to arrive at his majority without giving the Ranis the chance of making any more money on his account. The Ranis complained that he should not be given the charge of the estates, as an answer to which Krisnanath threatened to sue them in a court of law for their various misdeeds during his minority. Both the parties were pursuing a collision course. There was no doubt that a showdown was imminent. This happened on 24 September, 1839. The two Ranis petitioned to the Board on 19 October that about 5-30 (p.m.?) on 24 September, 1839, James Joseph McCann, the Superintendent of Police of Calcutta, Charles George Strettell, an attorney of the Supreme Court and the attorney of Koonwar Krisnanath Roy and James Charles Colebrook Sutherland came to the family dwelling house of Jorasanko, where the petitioners were residing and Strettell who brought with him two women of low character, threatened the Ranis in their own apartments, immediately after which Krisnanath Roy came and started conversation with the petitioners regarding their allowances. He then brought back the two women who threatened the Ranis and Gobindasundari, the minor daughter of late Raja Harinath, when the men related above also came in. Rani Susharmoyee, the grandmother called her daughter-in-law Rani Harasundari saying, 'What is this?' Then Jashoda, a female servant of the Ranis seeing christians approaching the zenana and disgracing the petitioners, sent Jagatdurlabh Singh, the Muktear of the Ranis to call Babu Dwarkanath Tagore, who lived nearby and was a friend of the family. The Ranis gave a shout in seeing so many christians entering the zenana. The two lowly women then came forward and catching hold of the Ranis confined them in small rooms in the presence of the minor Krisnanath, the christians having removed themselves from the scene during the scuffle. Now they came back with 40/50 *barkandages* broke down a door and carried away several trunks bearing species. The said boxes contained diverse kinds of things like Promissory notes known as

<sup>133</sup> Bengal Board of Revenue (Misc.) Proceedings, Wards, of April, 1839, Nos. 17, 18, 19; of July, 1839, Nos 41 and 42; of August, 1839, Nos. 6 and 7; of September, 1839, No. 37.

Company papers, bank notes, gold and silver coins, gold, silver and jewel ornaments, gold and silver plates, gold, silver and precious stones and other valuable articles and property together with the seals of the Ranis and seals of their executrixship and other accounts as well as vouchers and receipts of money. In all 22 chests and boxes of various sizes and descriptions were taken away. They alleged that the species were their 'Stridhan' as well as properties of Gobindasundari and Sudamoyi, a maternal aunt. They complained that all the 22 boxes and chests had reached the house of Sutherland at about 10 p.m. and had since remained there. The Ranis maintained that everything being together, it was not possible for them to point out which of the chests belonged solely to them. They claimed however that Rs. 13,00,000 (thirteen lakhs) exclusively belonged to them as *Stridhan*. They accused that Krisnanath was acting under the instructions of Sutherland and claimed that they had the absolute right to the property till Krisnanath came of age and in the event of his death before attaining majority, Rani Harasundari had the right and power of adopting a son. The conduct of Krisnanath was therefore doubly improper.<sup>134</sup>

The complaint to the Board was an after thought as the Ranis had already filed a suit in the Supreme Court on the 28th September, 1839. Krisnanath, however, did not act on an impulse. The whole matter was a well laid plan, thought out and executed in the presence of the Police Commissioner and Strettell, the attorney, which was presumably the brainwave of the minor's bosom friend and adviser Digambar Mitra. Even in instituting a suit in the Supreme Court, against the Ranis, Krisnanath beat them by a day. His suit was instituted on 27 September. By taking such positive action the minor had everything to gain and the Ranis who had never cared to give any account, were in difficulty.

The Board dutifully sent a copy of the petition to Sutherland on 28 October, 1839. Now they took up Jackson's letter to the Board of 14 August, which was so long accumulating dust. This was about the claim of the Ranis for more funds. Jackson had sent a communication from Pierce Taylor, the Collector of Murshidabad, who had personally talked to the minor. It read, 'It will be observed that the Koonwar raises counter claims and expresses doubts as to the validity of the claims made by the Ranis. I think it extremely doubtful myself. As the Koonwar will be soon of age, I agree with Mr. Sutherland in thinking it would be advisable to

<sup>134</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of October, 1839, No. 39.

allow the matter to stand over for the present leaving the Ranees to settle their claims with the Koonwar on his coming of age.' The Collector had no doubt that the minor was being advised by Digambar whom he suspected of also drafting his letters. He added, 'It strikes me however that the item expended in the construction of a house for the minor's sister Govindasundari has a suspicious appearance. I agree with the Koonwar or his adviser in thinking it strange that the Ranees should, as they wish to make it appear, have been obliged to borrow money for the funeral rites of Raja Harinath Roy. .and beg to suggest that the schedules and inventories given in after the death of the above individual be examined before any final order is passed by the Court of Wards.'<sup>135</sup>

The Ranis had limewashed the old house of Kantababu, known as 'Khas-bari' to claim Rs. 16,000 as a newly constructed house for Gobindasundari. The discovery of the huge wealth in their custody on 24, September, also proved their claim for more funds to be grossly exaggerated, to say the least. Krisnanath's letter of 24 May, read now with the background of the above, proved the rapacious behaviour of the Ranis. Krisnanath wrote to the Collector, 'I have been favoured with the receipt of your letter of 20th instant, with its enclosure, a petition from the Ranees, my *Wussees*, praying to be allowed from the surplus profits of my estates, certain sums which they allege to have disbursed in excess of the ordinary household expenses. In reply I have the honour to submit with reference to the last item of the list that I do not see there was any necessity for the Ranees going to the expense of no less a sum than Rs. 16,000, in building a house to be given as a dowry to my sister, since by the Will of my late father, she is required to stay in my family mansion and to get support according to the usages of my family, I am therefore disposed to think that the Court of Wards is not required to sanction so large an amount disbursed against the express wishes and intentions of the testator. With regard to other items I believe they were really expended on the occasions specified in the petition and are tolerably correct with the exception of the first Rs. 13,310-14-13½ which I presume has been overcharged a little by Rs. 3,000 at least, as will be evident on a reference to the Rokur book (ledger) in the possession of the Ranees, if the Court shall consider it worthwhile to consult it'. He continued, 'But laying aside these objections there is another point which I wish to bring

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<sup>135</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of October, 1839, Nos. 40 and 48.

to the notice of the Court of Wards and which, I am sorry, has never yet occurred to them, I mean the effects left by my father in ready cash. This the Ranees have never accounted for anywhere nor is any mention of it made in the schedule which they have submitted of all property both movable and immovable. The Ranees will make it appear that the sums now applied for, were borrowed from the Bankers, the Court will consider whether it is probable that a man of my father's extensive property should not have left any thing behind him in ready cash so that my Wusees would be necessitated to borrow money even for his funeral rites and ceremonies as the first item in the list will show. I therefore most earnestly entreat of the Court of Wards to institute a strict enquiry into the above matter and if the large sums which I have no doubt were left in the family treasury at the time of my father's death shall appear to them to be satisfactorily accounted for by the Ranees, I shall have no objection to their being paid the amount solicited in their petition with the exception of the two items noticed above. (signed) Koomar Kishenath Rae.<sup>136</sup>

The Board was not eager to take any decision while a suit and a counter suit were being contested between the minor and his *Wusees* in the Supreme Court. The Ranis on 22 November sent another petition to the Board in which they complained against the inexplicable and repeatedly anti-filial and outrageous conduct of Krisnanath. They blamed his advisers also, meaning Sutherland, Lambrick and Digambar alleging that they were leading the minor astray. They repeated their claim of *Stridhan* and demanded that the wealth forcibly taken away should be immediately returned to them. Now they forwarded a fresh demand, asking for the payment of Rs. 23,723-5-10, which they had spent for religious and charitable ceremonies established, they petitioned, by the forefathers of the minor. They then referred to the petition of 7 October, repeated the happenings of the 24 September, villified Krisnanath and took their stand as the absolute masters of the estate till the minor came of age. The sting was however in the tail. The Ranis now claimed to be the sole custodians of the wealth of the estate and wanted the Board to take measures to return them to their custody again. They alleged that there was a clear distinction laid down in the Will of the late Raja, where they were the custodians of the whole estate, Sutherland and Alexander were only given the charge of law suits and the management of the zemindari. Resenting the pillage and robbing of 24

<sup>136</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of October, 1839, No. 48.



September, they pointed out that until recently Sutherland never took much interest in the affairs of the estate. They justified that by keeping the Company Papers with them, they were enabled to meet the unavoidable expenses of the estate which came to Rs. 52,000 per annum. The Ranis claimed that Rs. 23,723-5-10 which was the interest on the Company Papers, might be paid to them as soon as realised. They asserted that the expenses of the minor were also paid by them, but because of the harmful intervention of Sutherland, the minor was now being paid the allowance of Rs. 3,000 per month separately. They expected that the deficit incurred by them would be paid 'from the profits of the Estate'. They informed the Board that Krisnanath had filed a suit against them on the 27 September, 1839. They were pained by the undutiful rash acts of the minor and hoped to be paid the cost of the suits.<sup>137</sup> Though the petition went under the signature of Ramnarain Dutt, Muktear to the Ranis, but suspicion lurched in many that the Ranis were being advised by none other but Dwarkanath Tagore. Three pieces of evidence point out to this direction. The Ranis made no attempt to recover the loan of Rs. 75,000 given to Dwarkanath but rather frustated the attempts made by the Commissioner and the Collector of Murshidabad. He was the first person called on 24 September, in fact, he was sent for while the operations were going on. Similarly he was the first person called by Rani Harasundari, again as soon as she came to know about the suicide committed by Krisnanath on 31 October, 1844, also being the first person who read the Will which Rani Harasundari handed over to him.

It is interesting to find that two stalwarts of the 19th Century Bengal, both known for their shrewd intellect and practical experience, were advising the two disputing parties. The 22 year old Digambar Mitra was advising Krisnanath against the 45 year old Dwarkanath who was advising the Ranis. In fact this was one of the early triumphs of Digambar who later established the families of Jhamapukur and Shyampukur in Calcutta, becoming a Raja and the first native sheriff of the city. He rose from being the assistant Secretary in 1851 to become the President in 1863 of the British Indian Association. In 1867 he was with a few other gentlemen granted the privilege of being exempted from personal attendance in civil courts.<sup>138</sup>

<sup>137</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of December, 1839, No. 21.

<sup>138</sup>See; Bholanath Chunder, Raja Digambar Mitra, C.S.I., his life and career, 1893. Also: P. N. Singh Roy, Chronicle of the British Indian Association (1851-1952) Calcutta (1965), Entries under :—Mitra, Degumbur Raja.

The suits between Raja Krisnanath and his mother and grandmother were regularly reported in the daily newspapers and became the source of palatable scandal, where the stories that were circulated from mouth to mouth were more interesting than the reports. The Bengal Herald describing the incident of 24 September gave the remarks of a policeman who was present there and deposed that Mr. Strettell entered the premises with 50 persons when the Ranee called out, 'We are disgraced, christians have come in and we have lost our caste.' Mr. Strettell however, deposed in the Supreme Court that at the request of the Raja, he in company with Lambrick, Babu Digambar Mitra and two Portugese females went there for the purpose of sealing the property belonging to the Raja. He asked Mr. McCann to go likewise to prevent breach of peace. On his arrival at the house he told the Raja, to desire the ladies to go out of sight. Shortly after, the Raja returned and told them, 'You may now enter the room where the property is'. Strettell and Digambar Mitra then went in with the Raja, while McCann stood at the threshold of the door to see that no property was taken away surreptitiously. The Raja's servants took the boxes out, Strettell caused them to be corded and requested McCann to seal them. This being done the boxes were removed in hackeries to Sutherland's house. (Sutherland was then living in Krisnanath's newly acquired house called Shalimar in Sibpore, Howrah on the foreshore road.) McCann refused to protect the property on the road. Mr. Hedger, the Ranis' attorney with several Chowkidars, came up to Sutherland's house and endeavoured to take away some boxes from one of the carts, but they did not succeed. In the Supreme Court, Mr. Leith appeared for the Ranis and Mr. Turton for the Raja.<sup>139</sup>

The Bengal Herald of October reported the depositions of the two Ranis made through their lawyer where after repeating the allegations, similar to the complaint to the Board of Revenue, they alleged that Krisnanath in forcibly opening the door had severely struck Rani Susharmoyee on the head. They alleged that Rupees Twenty lakhs and twenty thousand in Company Papers belonged personally to Rani Susharmoyee, having been left to her by her late husband. On the hearing of 30 September, Mr. Leith prayed that those who aided and abetted in the affair should be bound down. Mr. Turton objected. He refused to include Digambar Mitra as no charge was proved against him. Bail was

<sup>139</sup>The Bengal Herald of 1839, as reported in Ramgopal Sanyal, *Reminiscences and Anecdotes of Great Men of India* (Pub. 1894, Reprinted 1980), p 188-189.

granted to all the accused, Krisnanath for a sum of Rs. 5,000, Strettell for Rs. 3,000, McCann for Rs. 3,500, Lambrick for Rs. 600 and Digambar for Rs. 500. Mr. Leith wished Sutherland to be bound down likewise but there was no charge proved against him.<sup>140</sup>

On 23 November it was reported that two weeks time was granted by the Supreme Court being necessary for the severe illness of Krisnanath's wife. The Bengal Herald was greatly excited about the fact that in recent years no suit had come to the Court involving so much money. But on 14 December they reported their happiness, as they had come to understand that the suit was going to be amicably settled between the parties as Mr. Turton had welcomed the desire for compromise.<sup>141</sup>

The Ranis however notified in the newspapers that their old seal being stolen, they now issued a new seal in Kartick, 1234. They described themselves as the Trustee and Treasurer of the wealth left by the late Raja Harinath Roy.<sup>142</sup> This of course was a clear sign of their belligerent attitude. The suit continued into 1840, though nothing further seems to have appeared in the newspapers who were satisfied to report that the family feud had come to a conclusion.

In 1839 Krisnanath entered public life. He hit upon the bold and adventurous idea of opening steam navigation between London and Cossimbazar. He turned the old garden of Khoja Petruse and Khoja Gregory (Gurgin Khan) in Saidabad, by the river side which was bought by his grandfather in auction sale, into a shipbuilding yard. This caused a lot of stir in the society who suspected him of turning 'a liberal'. It was reported that the young Kumar would soon be proceeding to Jagannath, at Puri to assure everybody that he had not lost faith in his ancestral religion.<sup>143</sup>

The biographer of Digambar has rightly remarked that he had taught Krisnanath a lot of things but was never his teacher. At the insistence of Digambar, Krisnanath joined the Landholders Society. The Society founded in April, 1838, was the first political organisation

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<sup>140</sup>Ibid., The Bengal Herald of October, 1839, p. 189-190. And Brojendranath Bandopadhyay, *Sambad Patrey Sekaler Katha*, Vol. II, p. 470.

<sup>141</sup>Brojendranath Bandopadhyay, *Op. cit.*, p. 470-472.

<sup>142</sup>Ibid., p. 470.

<sup>143</sup>Brojendranath Bandopadhyay, *Op. cit.*, p. 469 (Reported on 15 June, 1839).

in the country and as such the harbinger to the Indian National Congress. On 30 November, 1839, Krisnanath delivered his first speech in the Society. He spoke in Bengali moving one of the resolutions against the resumption of *Lakheraj* lands by the Government. Later he became a member of the Committee for correspondence with the British India Society of London.<sup>144</sup>

Let us pause for a while to see what kind of man Krisnanath was at this time. Three books of accounts of the year have been so far discovered. The first is a Cash Book (*Rokar*) which was started on the 1 January and ended on 31 December, 1839, having consequently Bengali dates of 18 Pous, 1245 to 17 Pous, 1246. The second Cash Book follows the conventional form starting on 1 Baisakh and ending in Chaitra of 1246, corresponding to 1839-40. The third is a Ledger to the second Cash Book.<sup>145</sup> In these books of accounts a glimpse of the real man can be found. Krisnanath was a freespending person who liked good food and good living as was understood in those days. He was now living in the Banjetia House in the outskirts of Cossimbazar. He was interested in horses and dogs, both of which he had quite a number. Arab horses and English hounds dominated his fancy and he liked to go on *Shikar* (hunting) with his English friends riding horses with the hounds following, imitating an English gentleman of the country. He generally hunted ducks and jackals, one of which he tried to stuff with jute and an occasional bear. He earned the fame of being a good horseman and some of the English gentry considered him to be the best native rider in the mufasil. His interest in horses was genuine as he took great pains to see that they were in good health. Once the Jagat Seth sent him his ailing horse which he sent back fully recovered after a few months. He allotted one *sais* (groom) each for every horse who was fully responsible for its well being. He bought an arab horse for Digambar Mitra for Rs. 1000 from Huge Company and an English tent for Rs. 249-8-0. He regularly bought horses throughout the period. He had at least 15 horses in his stable with the distinctive names for each as, fat arab, red arab, Arabi, Musky etc. He bought medicines for the horse. At least some of them were given to drink 'Sarap' (local beer).

<sup>144</sup>Krishnath College Centenary Commemoration Volume, 1853-1953, Raja Krishnath, p. 116.

<sup>145</sup>Books of Accounts of Krisnanath Roy, (1) Cash Book of 1839, January to December, (2) Cash Book of 1246 (1839-40) Baisakh to Chaitra and (3) Ledger of 1246 (1839-40).

His *Kutta-khana* or Dog-house was equally famous for tearing apart jackals. He had special traps constructed for jackals which were a menace in the country side. The hounds were let loose on a trapped jackal. When one of his favourite hounds died, he mounted its head, covering it with silver foil. He seemed to have had 33 dogs at this time.

He was a member of the Agri-Horticultural Society of Calcutta sponsoring a similar society in Berhampore of which his friend John Herklots was the Secretary. On 5 April, 1839, he bought seeds for his garden which were poppy (big), broad beans, peas, long green gourd, bottle gourd, bakhari (another variety of long gourd), pan-pulse, millet, gram, sunka (a kind of yam), cane-pulse, water-melon, rock-melon, tabai, pumpkin, sun-flower, corriendum, yellow-bean, yum creeper, french-beans, red-beans, tharonti (?) and banana saplings. On 12 August, 1839, returning from Calcutta he brought with him to be planted in his garden, sprouts of foreign fruit and flower trees. He raised the salaries of his 14 *malis* (gardeners) to Rs. 14-4-0 per month. Herklots was then considered to be an expert in gardening. Harimohan Munshi regularly visited him to take instructions regarding gardening.

Digambar Mitra who joined the services of the Raja in April, 1838, was his all purpose assistant, companion, friend and as has been described earlier, his adviser. Most of the money spent was paid through him. He started, to draw a salary of Rs. 90, which after a month was increased to Rs. 95, which merged Rs. 5 paid as the rental of his house. He was soon receiving Rs. 100 per month which was further increased to Rs. 150 on 23 November and also by the payment of another Rs. 100 per month as expenses for his house.

Krisnanath got around him an entourage of about 20 men who headed by Digambar was paid about Rs. 700 per month, ~~the~~ did not include the coachmen, *sais*, *malis* or other menial staff that were there. He got hold of a particularly bright young man called Rajib Lochan Roy, of whom there will be much to say in the future, deputing him as his personal agent in Baharbund Pargana. He continued to have a press which was looked after first by one Mr. Alexander and then Mr. Watt, Baidyanath Mitra assisted him. The working of the press was supervised by Digambar. Contrary to the general impression, Krisnanath paid particular attention to religious ceremonies and practices. On 27 April, 1839, he fed Brahmins with *mudgar* fish and *sona kai* (fish), costing

Rs. 46-10-0. He performed Saraswati Puja on 14 January, 1839, spending Rs. 221. Another Brahman Bhojan on 6 May, 1839, cost him Rs. 111-8-3. From 29 May, he started sending Bilwa-patra (leaf of the wood apple tree) to Balaknath Shiva every day. On 20 October, 1839, he paid for the Saradiya Durga Puja, Rs. 4201-3-3. The image was built by Radhakanta Pal for Rs. 198 and the *dac* work was done by Nilmani Acharya for Rs. 170. The Puja was performed by Gurudas Bhattacharya, Vedakantha Vidyabagish and Kalinath Nayapanchanan. They also performed the Saraswati Puja. He further spent Rs. 1309-5-6, as payment to the musicians who were engaged specially for the occasion. Some of the details of the payment may be read as follows :

Rahamat Nakarachi	—	Rs. 41-8-0
Raghunath Dhooli	—	„ 24-0-0
Giridhari Dhooli	—	„ 30-0-0
Latif Baranchiwala	—	„ 24-0-0
Panchu Bajawala	—	„ 42-8-0
Khaeradi Baranchiwala	—	„ 23-0-0
Pitambar Jagajampawala	—	„ 25-0-0
Juman Tashawala	—	„ 21-0-0

The singer of Kabikankan Chandi was paid Rs. 77-0-0. This was Ramsankar Mukhopadhaya and his accompanist Mahesh Chandra Mukhopadhaya got Rs. 20-0-0.

An annual contract was entered with two *Kabials* to sing in the Durga Puja and the Saraswati Puja of 1246. They were Ramdhan Mujumdar, Kabial, who got Rs. 501-0-0, his Dhooli (drummer) Ramdhan Dhooli got Rs. 316, the other, Ramnath Joogi, Kabial, was paid Rs. 416 and his Sudharam Dhooli got Rs. 91. Consequently the expenses of the Saraswati Puja this year rose to Rs. 787-12-0. An additional function was organised, where two women *kabials* sang against each other for the first time. They were Premchand Rajaki, Kabial, who was paid Rs. 165 and Sibutta Pritta Khemtawali who was paid Rs. 153. Special pujas were offered on the Kojagari Purnima day to the family deities, Sri Sri Laxminarayan Deb Thakur and Sri Sri Radhagobinda Deb Thakur. On the Vijaya day a special feast was organised in the Banjetia house. Extra beds and cots were brought from the Palace and returned there after the function was over, the next day. The Kartick Puja was held and paid for by the young Raja.

He spent Rs. 722 on the Ekodista (annual) Sradh ceremony of his father on 18 February, 1840.

For going to Calcutta from Berhampore a distance of 118 miles, he had to deposit the fee of 11 annas and 4 pies per mile and the cost of 12 *beharas*, 2 *moshalchis* and 3 *rangika* a total amount of Rs. 136-6-4 at the post office, similarly Digambar Mitra deposited a sum of Rs. 118-4-0 which included 12 *beharas*, 2 *rangika* and 2 *moshalchis*. It seems that Krisnanath went to Calcutta accompanied by Digambar on 29 August, 1839, coming back on 12 October. He went in a rented boat which cost him Rs. 155. He stayed in his Mirzapur garden house where he bought 2000 fishspawns which were put in the tank there later to be transferred to Banjetia. He paid Hamilton & Co. for things bought, Rs. 6000. He paid Mr. Hornen Rs. 200 for the rental of horses and Mr. Cook, Rs. 648-12-8 for the rental of a carriage in Calcutta. The expenses of the *Amlas*, servants and people who stayed with him came to Rs. 391-6-6. People employed included 16 *barkandaz*, 6 *beharas*, 1 tailor, 1 *bheesti*, Haider coachman from Cossimbazar, 12 *sais*, 11 grasscutters, 4 *methars*, Chhidam Manjhi of Cossimbazar and 21 *dandis*, 9 *amlas*, 1 singer Golam Rashul Ganawala and his musicians, 3 cooks, 6 servants, 1 washerman, 1 *chopdar* and 6 guards.

Here Krisnanath bought a boat from Mr. Creet through Turner & Co. for Rs. 5410. He made his suits from Mr. Weston and Padmalochan Mallick and purchased books from an European through Digambar for Rs. 292. On 3 September, he bought a black coloured dog for Rs. 20. It was a shopping spree and the minor bought any thing and every thing that came in his view. He bought a golden watch from Mr. Bates for Rs. 250, purchased Manila cheroots from Wilson Company for Rs. 43-13-0, shoes for Rs. 10, 12 pairs of cards for Rs. 7, medicines from Bathgate Company consisting of laudanum Rs. 2, Epsom salt Rs. 4, bottles of quinine, phosphorus, peppermint ointment, syrup golden paste, sodawater, a mahogany box, buttons etc. He never forgot to do charity either, paying to an Armenian lady beggar Rs. 5 and to Madhabbabu of Mirjapur his fees for the Hindu College, Rs. 16. He bought from Gibson & Co. hunting and camping equipments costing Rs. 2228. He took out a subscription for the newspaper Jnananeswan, which was run by the students of Hindu College, costing Rs. 8. He went to a theatre, Digambar buying three tickets at Rs. 5 each. Now he took out a subscription for Sambad Saudamini, at Rs. 4-8-0, another newspaper. While at Calcutta he read

most of the newspapers every day, for which he paid through Digambar Rs. 5-15-6. He bought for himself equipments for horses costing Rs. 117-12-0 and a hunter whip for his friend Dr. MacPherson costing Rs. 10. He also bought and drank tea (written *chaha*). He bought a palki which reached Cossimbazar on 29.9.39. A Calcutta tailor was paid Rs. 95 for making a dress for him.

Afraid of being poisoned by his mother and grandmother, Krisnanath always had physicians in his company. They were Baidyanath Kabiraj who was paid Rs. 30 per month, Bakranath Kabiraj got Rs. 14 per month and Haricharan Sen, Doctor, who got Rs. 50 per mensem.

Krisnanath was liberal in giving loans to his friends without interest and Lambrick, Digambar, Herklots and Dr. MacPherson took advantage of this. Some of them repaid the instalments in time. Even Sutherland took loans from the minor. These sums were of course small but it kept the well wishers of Krisnanath in leash.

Now the relation with his cousins, who were feuding in the Supreme Court was happy. Bisnucharan the younger of the two became part of the team surrounding the minor, taking part in the festivities. When Gourcharan's daughter was born on 15 April, 1839, Krisnanath went to see her, giving *ashirbadi* of Rs. 8 and Rs. 4 to the *Dhai* (midwife). Both the cousins were given Rs. 160 each during the Puja. The first rice ceremony of Gourcharan's daughter was held with Krisnanath giving Rs. 100. From 1840 both the cousins were paid Rs. 10 per month.

Krisnanath's relation with the other members of the family was good. Late Gokulchandra's wife, now called *Karta Nao Thakurani*., started for Puri on 19 February, 1840. She was paid the cost of the journey, Rs. 350. A *palki* was arranged for her. She was now the oldest living member of the family. Dhanamani Dasi and Nabakumar Pal accompanied her.

Both Krisnanath and his wife Swarnamoyee ate fish. Nine maunds of fish were purchased for the dinner given to Mr. Greig and Mr. Bates. On another day Rohit, Hilsa, Singara and other fishes were bought at the rate of Re. 1 per maund. In the rainy season English potatoes were introduced for the first time in the regular food. In September, Hilsa fish and Chingri (lobster) were consumed. Lambrick knowing his pupil's



preference, sent a huge Becti fish, 100 oranges and bananas by a fast boat from Calcutta in December, 1839. Krisnanath ate everything. All types of fruits and vegetables found favour with him. He probably drank only wine at this time later enlarging his consumption to alcohol and beer, when he started taking meat also. Iron rods were purchased for making kababs. His favourite however were the pickles. He got mango chutney from Calcutta for Re. 1. He also smoked tobacco in the waterpipe regularly. Kujra honey was a delicacy. Jagamohan Pande brought *Achars* and *Morobbas* which cost Rs. 10. On the occasion of Saraswati Puja on 19 February, 1840, Rs. 60 worth of the same was purchased.

The young Raja regularly bought English furniture, much of it came from Calcutta. Putting curtains in rooms, *palkis*, boats and tents became almost a passion with him. He bought for himself a big umbrella for Rs. 3 on 1 April, 1839. He bought from one Benaud Shaheb a lamp, a packet of sodawater, a book, a monocle, a compass and 4 other miscellaneous articles which cost Rs. 40 on 22 April. Dykes Company was paid Rs. 3000 for various goods and furniture. *Golapi Atar* and gunpowder two most unlikely things to go together were bought also.

Friendly relations were maintained with the Jagat Seth and the Nizamat. The Jagat Seth sent his personal puja during the Durga Puja ceremony. On the occasion of Krisnanath's birthday, *tyfa* was sung and food containing *kachuri*, *sandesh*, *elachi*, *labanga* and *pan-mashala* were distributed. Jagat Seth sent a *dali* accompanied by his personal *chobdar*. Jagat Seth was also grateful to Krisnanath for curing his horse free of charge, sending a large basket of *sandesh*. The Jagat Seth personally visited the young Raja on 9 February, 1840, accompanied by Seth Kishenchand. Krisnanath as was the custom of the time paid a *nazar* of Rs. 4 to the Jagat Seth and Rs. 2 to Kishenchand. The only refreshment they took was milk which they drank in vessels made of gold. The boat and the elephant that brought them were paid Rs. 15 as *baksis*.

Of a generous disposition, Krisnanath paid for the marriage ceremony of Sibaprasad Nayalankar and Dwarikanath Bhattacharya and also for the Sradh ceremony of the brother of Tarachand Ghosh spending a total of Rs. 1000. He regularly helped during the *upanayan* (sacred thread ceremony) of the children of the Brahmin officers. He paid Rs. 3 to ~~Baniari~~ *Baniari* puja of Swadhin Santipur. Gurudayal Pundit was also given money

regularly. Ramkrishna Vidyabagish of Srirampur coming to know of his interest in fruit trees brought the most ordinary saplings of mango and jackfruit trees. Nevertheless Krisnanath paid Rs. 5 for each sapling. Kirtaniyas and Bauls always received his patronage whom he paid variously from Rs. 4 to Re. 1. Clocks were now all over the house and the winder was called '*Ghariyal*'. He also engaged an European as his personal coachman, who was known as Monk Shaheb and got a salary of Rs. 10 per month.

There is nothing in the cash books which can give an idea about his relation with his wife. She always stayed in the Palace at Cossimbazar never going to the Banjetia house. She stayed there alone, where she fell ill in September, 1839, and Krisnanath had to return from Calcutta in all haste. Probably the only evidence of Krisnanath's concern for his wife in the cash book, is the making of ornaments worth Rs. 956-3-9, on 30 October, 1839. These were gold ornaments proving that the days of silver ornaments were gone.

Having now a more clear picture of the young Raja, the records of 1840 can be pursued now in detail. The year was dominated by the law suits at the Supreme Court. Sutherland on the one hand and Digambar Mitra on the other, continued to protect the young Krisnanath. Sutherland wrote to the Board, 'The Sudder Board of Revenue will allow me as his guardian to submit remarks on the application. . . . his mother has lately made to the Board for a large sum from his funds.' He pointed out that the Board might be the judge of the character of these accounts. The Board replied that he was free to submit his comments to the Collector of Murshidabad. Jackson, the Commissioner however complained that Sutherland behaved as if the Government officers were working under his superintendence.<sup>146</sup>

Now Sutherland wrote in more details on 3 January, 1840, that the mother and the grandmother required that the young Raja should settle on them monthly sums of Rs. 1400 and Rs. 800 respectively, to be secured by the deposit of Government papers. These allowances were to obviate all claims of maintenance or pilgrimages. The Ranis promised to surrender all the personal effects of Krisnanath. Wishing to have no

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<sup>146</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1840, Nos. 4, 5 and 6.

differences with them in the future, he liberally assented merely stipulating that they should reside with him as members of the family. When they insisted on being independent of him, the stipulation consistent as it was with the Hindu Law, became necessary to preserve his dignity and rights as the head of a Hindu family secured by law. "Under the circumstances", wrote Sutherland, "Koomar Kissennath Roy acting under legal advice removed the personal Estate left by his father existing in his house in Calcutta and has placed them in my charge in sealed boxes, until the suits filed immediately after, in the Supreme Court, when the Court ordered them to be in the Court's custody. The suit instituted by the Koomar says that the Ranees may be made to account for their long administration. The suit filed by the Ranees was to recover charge of the property. Both the suits are pending.'

'The boxes have been lately opened and inventories taken by the Master of the Supreme Court. The contents consist of Government Notes and some cash and the family ornaments. Unless the parties came to an adjustment, of which some prospect exists, the young Raja will be entitled to receive his funds from the Court of Wards, long before any decision is made in the Supreme Court. In the meantime some provision must be made for the household expenses of the minor'.....'You are aware that the Ranees have always refused to account to the Court of Wards for the personal estates on their hands, and I believe for their collection as managers'.....'Since the Board requested me to assume guardianship of the minor in October, 1838, I have not disturbed the existing establishment of agents. But since the dissension between the Koomar and his mother, I have been obliged to make the salaries of some.' He suggested that, 'The Koonwar will not be 18 until the beginning of March next. It is necessary therefore that the Court should provide for all his expenses until that event.' The plea was supported by Krisnanath himself who requested that the money so provided may be paid to Sutherland or any other European appointed by the Board but never through his mother and grandmother. He asked for Rs. 15,202 for the February accounts, the expenses given as follows :—

1. Establishment of agents in different Judicial and Revenue Tribunals	..	Rs. 1,902-0-0
2. Salary of household servants for December, 1839 and Jan. and Feb. 1840	..	„ 5,000-0-0

3. *Sadabrata* and established religious expenses, Doorga Puja not included .. ,, 1,500-0-0
4. Personal expenses of the Ranees and the Raja's minor daughter, same paid .. ,, 1,800-0-0
5. Sorousuttee puja celebrated at Cossimbazar expenses of this celebration has been begun from last year, it was not celebrated before .. ,, 5,000-0-0'<sup>147</sup>

Krisnanath was obviously fighting for the establishment of his right and title as a major, so he curtailed the expenses on head 4 and was mis-informed and not correct regarding head 5. Saraswati Puja was the oldest Puja along with the daily Krisnapuja in Kantababu's house. The books of accounts will prove that Krisnanath himself performed the Puja both in 1838 and 1839, the expenses however differed greatly as he was increasing the expenditure out of all proportions. The Board was however not impressed and instructed the Commissioner to pay the Ranis the allowance of Rs. 50,000 per annum after deducting the item of expenses paid to the minor. They also ordered that as they have received complaints, the payment to the *Amlah* may also be taken out. They were apprehensive as the matter of the accounts of the Ranis was before the Supreme Court. The Board refused to be a party to the suit in spite of the many ascertions made by Sutherland. They however instructed the Commissioner that sufficient security may be demanded from the Ranis if the suit went against them.

Sutherland was not happy. He denied having been present himself at the Raja's premises on 24 September, 1839, when the 21 boxes containing his property were removed. He complained that the Ranis' petition contained many gross exaggeration of what happened which even differed greatly from the petition made by them to the police on 25 September and their depositions made on the 26th and 27th September, 1839. Defending Krisnanath, he wrote that the whole operation was done on legal advice as there was very strong necessity. 'His only object was to prevent his mother defeating the action, she had compelled him to bring, by removing his property.' Sutherland was ready to hand over the boxes to the Receiver to be appointed by the Supreme Court. 'Had the Ranees', continued Sutherland, 'agreed to an

<sup>147</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, January, 1840, Nos. 30 and 32.

amicable appointment of a Receiver, I should have been long since relieved of my troublesome charge. The rest of the petition of the Ranees is total falsehood,' Krisnanath also immediately pointed out, 'In the petition drafted by their Solicitor, they have omitted to state that I have filed my Bill against my mother and grandmother to obtain a just account and detecting the many embezzlements perpetuated against me. We have thus mutual bills against each other and the advisers of my mother, give out that they will prosecute the criminal proceedings commenced. Considering the very bad character of the advisers of my mother and that their petition refers to matter in Calcutta, where I am for all purpose of full age, I decline with great deference to enter into any explanation. Moreover it seems to me that the petition of my mother is only by way of information, for it asks no interference of the Board. Should the Board wish it, I will direct my solicitor, to procure for it copies of the Bills, and answers under the above circumstances. I do not take notice of the falsehoods in the petition.' The Board decided to pass no order in the matter.<sup>148</sup>

Sutherland had seen Jackson in the meantime which he now confirmed in his letter. During his conversation he had stated that if any payments were made to the Ranis the minor would be greatly prejudiced against. He argued that the Board's payment schedule to the Ranis was not a contract. The Ranis had ceased to act as guardians as soon as the Board appointed him as the guardian on October, 1838. However the Ranis never paid the *Amlah* regularly to whom large sums as arrears were already due. He strongly objected to any money being given to the Ranis under any pretext. The Ranis already possessed the personal effects of the Raja since November, 1832, and drew interest on the Company's papers. They also recovered the profits of the Estate for 1239, 1240 and 1241 B.S., they have also held the money from the jagheer at Gazeepur; for even a longer period, the khas lands collections were made by them as well as large sums of balances outstanding everywhere including their Calcutta property, but they almost never cared to give any accounts of these funds. Now each party has their Bill pending against the other. Therefore no payments should be made to them till the Supreme Court decided the amount of balances that would be due from them. The payment to the Ranis ought not to exceed the scale on which their

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<sup>148</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1840, Nos. 32 and 36, (Range 85 vol. 2).

disbursements have been regulated, as shown in the family books of accounts. Sutherland reported that a sum of Rs. 5,88,723, after deducting the revenue paid, would be due from the Ranis on account of the *malgoozary* accounts only. For the expenses of the family and house, they have charged Rs. 3,76,615, for sundries Rs. 34,476 and for legal expenses Rs. 54,979, all these expenses were to be carefully examined as no details have been given and audited by the Board's authority. The Ranis also charged Rs. 1,17,986 as their commission as Executrices to which they were not legally entitled. There existed an atmosphere of distrust on the accounts presented by the Ranis, which required to be thoroughly checked before acceptance.<sup>149</sup>

Sutherland was smarting under the malicious attack made against him by the Ranis in the plaint where he had been described as a corrupter of youth who with the help of his two assistants, Lambrick and Digambar, had encouraged the minor to lead a life of desolation, to pursue pleasures which were not approved by the Hindu religion, to eat and drink things which a Hindu was never even supposed to touch. His indulgence led the minor astray from his hearth and home, who forgot to show due respect to his elders. The Ranis tried a separate treatment for Digambar, who as an assistant to Krisnanath handled a lot of money. They implicated him in a criminal suit in Murshidabad alleging that he had defalcated the minor's money. But Krisnanath was faithful to his friend and "himself went down to depose about the falsity of the accusation with *Khata* books in which the evidence of certain payments made from the treasury to suborned witnesses, completely laid bare the deep plot and malicious proceedings of the *Amlas*". Thus being saved from prosecution Digambar became even more attached to his benefactor.<sup>150</sup>

As the date of coming of age of Krisnanath drew closer Sutherland became emphatic in his demand of not paying anything to the Ranis unless they submitted the full accounts of the minority of Krisnanath. He had however, to defend himself in both the suits. First, in the suit filed by Krisnanath, where charge was brought against all the four guardians appointed by his father's Will, Sutherland and Alexandar were of course only pro forma defendants.<sup>151</sup> The Ranis filed their accounts on

<sup>149</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of February, 1840, No. 24.

<sup>150</sup>Krishnath College Centenary Commemoration Volume 1853-1953, Op. Cit. p. 117.

<sup>151</sup>Bill of charges filed in the Supreme Court by Charles Strettell, Solicitor, on behalf of Kumar Krisnanath Roy on 27 September, 1839, against the Ranis Harasundari, Soosharmoyee and others.

13 February, 1840.<sup>152</sup> Sutherland figured prominently as the chief architect of the events of 24 September. It was said that he planned the operation in collusion with Krisnanath.<sup>153</sup>

Sutherland wrote to Jackson that the Board had adopted on 8 May, 1838, a resolution that the Ranis would receive no allowance if they did not give the accounts. He pointed out that out of the total, the Ranis were entitled to get very little. Rs. 10,000 was being paid to the minor for the various religious festivals in the palace which should be deducted from the total sum. 'The Ranees did not celebrate' the Durga Puja either in 1245 or in 1246 and were not entitled to keep the money. The expenses of maintenance and education of the minor and the household expenditures, paid separately, should also be deductible, the salary of the minor's tutor was however paid by the Collector. He challenged the accounts produced by the Ranis proving that the outstanding salaries of the staff had not been paid for long 44 months. The accounts also showed that the establishment charges were calculated at the rate of Rs. 1740 per month, but in actual fact, it was only Rs. 1200 per month in 1240 and 1241 B.S. which even later never rose beyond Rs. 1400 per month. He concluded, 'I have now discovered that the salaries are largely in arrear, the agents have not been paid and there is proof of embezzlement of accounts by the Ranees'. He entreated that if the Ranis were to be paid anything, proper security might be taken. He then put forward the following points for the consideration of the Board :—

- I. The Kumar is entitled to the benefit of the 8th May, 1838, resolution.
- II. The Ranees are not his guardians and (are) beyond the control of the Board.
- III. The Board may ask them to produce the accounts.
- IV. A large part of the expenditure has been undertaken without the Board's authority.
- V. They have refused all necessary aid to Sutherland, the Guardian.
- VI. To place the minor and his properties at the disposal of the mother will be downright disastrous.'

<sup>152</sup>Accounts filed in the Supreme Court by Hedger and Smalley, Solicitors, on behalf of the Ranis on 13 February, 1840, in regard to the above suit.

<sup>153</sup>Draft Bill of charges filed in the Supreme Court by Hedger and Smalley, Solicitors, on behalf of Rani Harasundari and Rani Susharmoyee on 28 September, 1839, against Kumar Kissennath Roy, J. C. C. Sutherland and others.

A list was enclosed to show that payment had not been made to agents for 52 months. Sutherland produced an account of the dues to Krisnanath.

1. Gross collection from assessed estates in 1240, 1241 and 1242	C Rs. 6,23,397	
2. Paid to various Collectors on account of Revenue	C Rs. 4,71,617	
3. Remitted to the Collector on a/c Kumar	„ 54,989	„ 5,26,606 Rs. 96,791
4. Collection from lands		„ 32,236
5. Drawn from the Collector, Murshidabad		„ 2,533
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6. Balance of their management, admitted by the Ranees, Total arrears		„ 1,31,560
Exclusive of the above, they have admitted these receipts		
A. Interest on Govt. notes CRs.	3,31,045	
B. Outstandings recovered	„ 55,116	
C. Sundries	„ 16,008	Total „ 4,02,169
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Total due from the Ranees	C Rs. 5,33,729 <sup>184</sup>	

Hedger, the Attorney for the Ranis put up a petition before the Supreme Court for Rs. 23,717-5-18 to be paid to the petitioners for the payment of liabilities. As the petition came up for hearing, Prinsep, the Counsel, advised Krisnanath and Sutherland as well as his clients to abandon the reference to the arrears due to them upto 24 September last and to elect to take the amount ordered by the Board. The Chief Justice Sir Edward Ryan sent the petitions for the reference of the Master. He stated that taking forcible possession of the property was most unjustifiable and outrageous. He declared that no order about payment would be given till the minor came of age on 12 March, 1840. The counsel for the Rani wailed in another petition about their *Streedhone* and apparels that had been taken away from them, requesting to be paid Rs. 20,000 and odd without security or with the security of Hara Chandra Lahiri. The

<sup>184</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, February, 1840, No. 33.



complainants were represented by their respective attorneys. The counsels were Prinsep for the complainants and Turton for the defendants. It was ordered that the Ranis might not be disturbed till Krisnanath attained majority on 12 March, 1840. The Chief Justice ordered William Patrick Grant, Master of the Court to enquire when the Kumar would become major and what sum had been necessarily expended and would be a fit and proper sum to be allowed by the month, to the said complainants for the maintenance of themselves and of Sreemati Gobindasundari. The arrears claimed were dropped by both the parties.<sup>155</sup> Thus the curtain rang down on the first act of the suit, which was not resolved till 1843 and not even then fully, but continued throughout the century. Hara Chandra Lahiri who appeared as the security of the Ranis, calling himself zemindar, was in reality, a criminal lawyer of Chandernagore. He was recruited, presumably by Dwarkanath Tagore, to help the Ranis. He had the reputation of being unscrupulous and Krisnanath in his Bill of complaint of 27 September, 1839, charged that he had been engaged by the Ranis to create false accounts. Harachandra did not have much principle and changed sides at will, as he would, his sweat soaked shirt. His antics will create a lot of interest in the future also.

Though the arrears were dropped in the Court, they were pressed in the Board. Jackson commenting on the account of arrears submitted by Sutherland admitted that it was substantially correct. But the Board of Revenue did not have the courage to say so to the Ranis for the fear of reprisals. Jackson wrote on 29 February, 1840, that he had informed the Ranis that they would continue to receive Rs. 50,000 annually till the majority of Krisnanath, if they would provide security. He felt that the Kumar would come of age before the security was registered, so he had stopped all payments to the Ranis. Emphatically he wrote, 'whatever

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<sup>155</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, February, 1840, Nos. 34 and 35.

The affidavits were sworn by the different parties:—

1. The Ranis on 31 October, 1839.
2. and again on 10 January, 1840.
3. Jashoda Dassi on 11 January, 1840.
4. John Baptist on 11 January, 1840.
5. William Stephen Lambrick on 6 December, 1839 and 27 January, 1840.
6. Digambar Mitra on 6 December, 1839 and 27 January, 1840.
7. Kumar Kissen Nath Roy on 6 December, 1839.
8. J. C. C. Sutherland on 6 December, 1839.
9. James Joseph McCann on 6 December, 1839 and 27 January, 1840.
10. Bunnoo Bebee on 6 December, 1839 and 27 January, 1840.
11. Charles George Stretzell on 27 January, 1840.

may the difference of opinion during the minority, there can be no excuse for making any such payments after the Koonwar attained majority.'<sup>156</sup>

Sutherland was working hard for his ward, on the information supplied by Digambar. He pointed out to the Board of Revenue that almost nothing was done by the Court of Wards to protect the interests of the minor in the Ghazeepur jaigir. Mathuranath Mukherji who farmed the Meherpur estate from the time of Raja Harinath owed the minor over Rs. 2,00,000. He colluded with the *Amlah* of the Ranis and had escaped from being prosecuted in a law court. Similar was the case of Jadabendra Mookerjee and Roopchand Ghosh who farmed the Plassey property in Nadia. Ramnarain Chowdhury the farmer of Baharbund owed Rs. 1,00,000 in arrear rents. Raja Girish Chandra Roy of Nadia had dispossessed Harinath of 1500 *bighas* of land. No action was taken to recover it. Perturbed by these complaints, Jackson forwarded to the Board a letter from Ogilvie, the Collector of Nadia, explaining the heavy outstanding balance in mouza Lokenathpur. There was a farming balance outstanding, amounting to Rs. 70,758-12-9. The Collector tried to explain that of this amount Rs. 15,000 had been collected by the mother of the minor, without granting receipts, making the collection of the outstanding balance, extremely difficult. Similar situation was also reported from Rajshahi. Jackson quickly ordered the resumption of suits, which were languishing in the several courts because nobody supervised them. M.A. Bignell, Deputy Superintendent of legal affairs, approved the actions proposed to be taken by Jackson.<sup>157</sup>

Sutherland did not forget to point out that Rs. 2204-9-0 was due for the Sibpur house of the minor, where he was himself living, the ground rent was C Rs. 821-1-0 and the Sheriff's supplementary bill was C Rs. 1383-8-0. The payment was approved.<sup>158</sup>

While the Board and the Collector of Murshidabad were feeling that the allowance of Rs. 50,000 per annum to the Ranis should not be stopped during the pendency of the suits in the Supreme Court, Jackson, the Commissioner wrote a strong letter opposing it. He wrote, 'The point now to be settled however is not whether they have mis-managed or mis-

<sup>156</sup>Ibid., of February, 1840, No. 6.

<sup>157</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1840, Nos. 6, 7, 15, 16, 25 and 26; of February, 1840, Nos. 11 and 12.

<sup>158</sup>Ibid., of March, 1840, Nos. 2 and 3.

appropriated the funds, thus placed in their disposal. Of these sums they will have to give an account to the Konwar on his attaining majority but whether it is necessary to make any present provision for their maintenance, the funds from which they have been hitherto supplied, being withdrawn.'....'The sum was intended to cover all expenses whatever including the maintenance and education of the young Konwar, himself. This latter expense is now defrayed from the proceeds of the estates and cannot therefore be claimed by the Ranees. The greater portion of the remainder consists of the allowance for religious and charitable observances Rs. 11,157-14-2-2 and establishment of the Sadar Amlahs etc. Rs. 20,991. I would therefore deduct the sum fixed for these items which with the addition of Rs. 5089-8-0 amounts to Rs. 37,238 and would allow the Ranees to receive the remaining two items therein mentioned, namely expenses on account of the guardians mother and grandmother of the minor Rs. 2162-7-4 plus the household expenditure of cattle etc. Rs. 10,559-2-3 together Rs. 12,721-9-7.'....'should the Board concur in my suggestion, I request authority to pay the Ranees an allowance at the rate of Rs. 12,721-9-7.' He enclosed an account which read as under:—

1. Religious and charitable observances and institutions fixed by the minor's father—	Rs.	19,146-10-17-1
2. Expense of maintenance and education of the minor—	,,	5,089- 8- 0-0
3. Expense on account of guardians (mother and grand-mother)—	,,	2,162- 7- 4-0
4. Household expenditure of elephants, horses cattle etc.—	,,	10,559- 2- 3-0
5. Establishment of Sadar Amlah and household servants—	,,	20,991- 0- 0-0
Total		Rs. 57,948-12-14-1

Jackson a month later wrote, 'I beg however to point out that amid the conflicting statements there will be some difficulty in obtaining from the Koonwar an acquittance on rendering to him the accounts of Wards management. The Ranees as guardians acted under the superintendence of the Court of Wards, while they managed the Estates and he may refuse to pass doubtful items. It would therefore be advisable not to act in direct opposition to the wishes of the present guardian, Mr. Sutherland, through whom the acquittance will no doubt be given by the ward on this account. I think it rather satisfactory that there is no probability of any further payment of the allowance to the Ranees before the accounts are closed.' He informed the Board that though the administration of the Court of

Wards ended on 11 March, 1840, he has directed the Collectors to complete the accounts upto 30 April, 1840 (and not 13 April as previously suggested) and keep them ready for handing over.<sup>159</sup>

While the Ranis wailed for money, the Board assured Jackson on 11 March, 1840, 'The Court of Wards are not answerable for their acts performed with due attention to the provisions of the Regulations and to the order of the Government. The Board has no reason to suppose that the Koonwar will hesitate to acknowledge this principle or to grant the necessary acquittance.' They however admitted that the minor had the right of prosecuting his guardians on attaining majority for mal-administration of his property or defalcation of his wealth. It was in the midst of this confusion Krisnanath wrote to Jackson, on 14 March, 1840, that he had attained majority. He requested the Commissioner to direct the Government Agents to make over to him all Government Notes and cash, which they held arising from the sums collected out of the estates which belonged to his father. The Collectors, he requested, may also be advised likewise. He agreed to the suggestion made earlier by the Court of Wards, that they should continue its charge, of the real Estates until the expiration of the current Bengali year. Jackson replied on the 16 March that the accounts of the period of Wards' management were already under preparation, they would be drawn upto the end of the official year, 30 April, after which time all sums which might stand to the credit of his Estates would be handed over to him. Sutherland also informed the Commissioner that his ward was now a major.<sup>160</sup>

The Supreme Court started cross-examining Sutherland from 28 February, 1840, in the suit between Rani Harasundari and another -vs- Kumar Krisnanath Roy and others. He deposed that he was not present in the Jorasanko house of the Raja when the events of 24 September took place. It also transpired that the Ranis had now alleged that the entire wealth of the house had been taken away. Sutherland said that he did not believe that the statement was true. He admitted that he had been a partner of Alexander & Co., which along with Mackintosh & Co. and Cruttenden and Company owed the late Raja Harinath four to five lakhs of Rupees. All these firms went into liquidation one after the other. He could only recover Rs. 20,000 from Mackintosh & Co. which was sent to

<sup>159</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of January, 1840, No. 29; and of March, 1840, Nos. 6, 7, 8, 9, 10, 19, 20, 21.

<sup>160</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, March, 1840, No. 10; of April, 1840, Nos. 5 and 6.

the Ranis. He stated that the later instalments of payment might have been made to the Ranis directly, this was not possible to ascertain as no such payment appeared in the accounts submitted by the Ranis. He further elucidated that when he had been at Berhampore as the chief manager of the minor's estates, the Cruttenden Mackillop & Co. remitted a sum of money through Arthur Smelt to the Ranis, which had not appeared in the accounts. He told the Court that Mr. Strettell and the servants of the Raja brought every thing from the Raja's *Toshakhana* except one box, the bottom of which fell out. He was by no means satisfied that any part of the articles mentioned in the inventory made by the Master's office of the Supreme Court, belonged to the ladies. He had of course not seen the list in which the Ranis had claimed some of the materials as their personal property. In his opinion he considered that the personal property of the Raja was in great danger from the time the Ranis took into their confidence one Harachandra Lahiri and withdrew their books of accounts from the house of Sutherland. He had never met any of the Ranis personally but Ramnarain Dutt, an agent of Rani Harasundari, had intimated to him that in every deal, there had to be a benefit for the Rani, who was of violent temper. Once he had entreated the mother of the minor not to appoint Lahiri to which her reply was that if the Kumar agreed to listen to them, there would be no need of any other advisers.

The cross examination continued on 10 March, when Sutherland deposed that the annual rents of Calcutta would be Rs. 5000 to 6000, which included Jagat Seth's house but not Shalimar (as the Sibpore house came to be known). He confirmed that in 1240 B.S., the Ranis had received Rs. 58,000 as the interest of Company papers of which they had debitted for themselves Rs. 36,000. He said that in April, May and June of 1833, the Ranis had received several sums of money amounting to Rs. 7000 and Rs. 8000, from the zemindari collection on account of the minor, there was no trace of these sums in the account presented by the Ranis. He informed that regular books of accounts were kept by the management and if those were produced he would not only recognise them but would also be able to find out exactly the amount of money that was given to the Ranis. As a result of Sutherland's deposition the petition of the Ranis for the sum of Rs. 23,000 and odd was rejected by the Supreme Court.<sup>161</sup>

<sup>161</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of May, 1840, Nos. 16 and 17.

Though Krisnanath ultimately got most of the money, gold, jewels and properties by the decree of the Supreme Court, amongst the papers filed by Krisnanath was the copy of a Bengali letter dated 23rd Pous, 1245, corresponding to 6 January, 1839, addressed to his mother and grandmother in which he had agreed to settle a sum of Rs. 1400 per month for his mother, Rani Harasundari and Rs. 800 per month for his grandmother, Rani Susharmoyee. Krisnanath in this letter which Sutherland had countersigned with the remark, 'The above letter sets forth the result of conference which took place in my presence. The arrangement seems to be resonable.' In this letter Krisnanath had also agreed to pay Rs. 300 per month to his sister Gobindasundari and also to set aside Rs. 15,000 for her nuptials. W. D. S. Smith translated the annexed paper No. 14435 on 24 February, 1840, and R. Belchamber, the keeper of Records, certified it to be a true copy. Justice Sir Lawrence Peel while giving his order on the Ranis' allowances accepted these figures to be reasonable and in the Decree dated 29 June, 1843, set forth that Rani Harasundari would henceforth receive Rs. 1400 for her maintenance and Rani Susharmoyee Rs. 800 per month. He however, did not leave the payment of the dues to Krisnanath, but ordered that Promissory Notes amounting to S<sup>a</sup> Rs. 6,43,900 which was equivalent to Company Rs. Rs. 6,86,826-10-8, should be deposited in the Court and invested at 4% interest. The Ranis will be paid after the cost has been deducted from the amount. Thus the Ranis received Rs. 1400 and Rs. 800 which together required Rs. 26,400 as annual income, minus the cost. The 4% interest came to about Rs. 27,472.

The Ranis had also filed petitions for separate lodgings. To this the the decree was that each of the Ranis would receive Rs. 100 per month provided they reside outside the family premises. Krisnanath had however to deposit the sum of S<sup>a</sup> Rs. 29,300 which was calculated to be Company Rs. 31,253-5-4 at 4% interest minus the cost. The Company was increasing the value of its rupee, thereby to get the same amount of Rs. 31,253-5-4 in Company Rupees, Krisnanath was now required to pay S<sup>a</sup> Rs. 33,000.

Now Gobindasundari filed a petition as a part of the above suits through Robert O' Dowda, Esquire, who was appointed her guardian for the purpose of the suit, she being then a minor was therefore precluded from presenting her own suit. The first petition was filed on 6 December, 1839, which was amended on 13 January, 1840. It was

ordered on 8 October, 1841 that Rs. 78,100 might be deposited in the Court to be invested at 4% interest to give "Sreemutty Gobindsoondoree and her family" an income of Rs. 250 per month. She was also paid the sum of Rs. 6,250 as arrears due upto 12 March, 1840. In all the above cases the Court took over the responsibility of payment within the 12th of each month.

The story has suddenly leaped forward, as these were not yet achieved in 1840 and the court case progressed in the usual monotonous way. The Ranis however presented another of their innumerable petitions through Hedger & Smalley on 5 May, 1840, praying that the Calcutta properties might not be handed over to Krisnanath, particularly not the Jorasanko house, where the Ranis were living. The Board ordered that, 'the estates of the late minor Kissennath Roy having been released from the jurisdiction of the Court of Wards on 1 April, therefore the foregoing petition be rejected.' But nobody knew better than the Ranis how to delay matters. In their earlier petition the Ranis had alleged that by taking food and drink unacceptable to the Hindu, by eating with unbelievers (*mlechhas*) and by his manner and disposition unsuitable for a Hindu, Krisnanath had lost his caste. He could not be considered to be a Hindu and therefore was as good as dead. He was therefore not fit to receive the properties of his father, but the Will of Raja Harinath provided that in the case of the death of Krisnanath, Rani Harasundari was empowered to adopt a son and be his guardian, until he attained majority. The Ranis therefore wanted the permission of the Board of Revenue, to treat Krisnanath as dead, so that Rani Harasundari could adopt a boy who would become the legal and real heir to the properties of the late Raja Harinath. While the Board was astonished to silence by such an unnatural proposition, the Ranis petitioned again on 4 April, 1840, through their attorneys, Messrs. Hedger and Smalley, requesting the Board not to hand over charge of the estate to Kissennath Roy. The reasons forwarded this time were that he was incapable of managing the estates, that he was perverse and profligate in character and totally unacquainted with the matter of business or with the laws and regulations, which he was bound to observe for the management of his ancestral estates. His ignorance and incapacity would inevitably ruin the estates by his neglect and misconduct and that, 'your petitioners be thereby left eventually destitute.' They rudely villified Sutherland as the main instigator of the evil, having Lambrick as his nefarious assistant. They prayed lastly that as long as the accounts were not settled

and the final adjustments completed, charge should not be handed over to Krisnanath Roy who was now already, legally a major.<sup>162</sup>

In spite of serious effort on the part of Commissioner Jackson, the charge could not be handed over Krisnnanath on the 12 March or on 14 April or even on 1 May, 1840. Jackson wrote to the Collectors of Rajshahi, Murshidabad, Rungpore and Nadia for settling the accounts and accounting the balances. Everywhere there was delay, the Collectors forwarding excuses for their incapacity. Jackson wanted to know when the Government Agents might be asked to hand over the money lying with them. Sutherland continued to write about the maladies in the different parts of the estate for which information was supplied by the ever watchful Digambar. Arrears against the farmer in most of the estates were quite heavy. Jackson was furious at Collector Smith's cavalier attitude towards the collection of the arrears. It was not before 25 May that Jackson could report to the Board that the receipt and disbursement statements about the estates of Krisnanath had started to come in from the various districts and were being scrutinised in his office. He also informed the Board that he had instructed the Collectors to keep sufficient funds in hand to pay the Government revenue of the current period and also to meet the proportional annual charges for the establishment of the Court of Wards.<sup>163</sup>

Even in September the charges could not be handed over to Krisnanath. Excuses were continuously repeated, the Ranis were blamed, even old letters quoted to prove the reality of the problems. Thus Steer's letter of 26 July, 1836, Deed's letter of 4 May, 1834, and Bignell's letter of 29 August, 1836, were quoted and sometimes reproduced in full. Sutherland again warned that under any circumstance no money should be paid to the Ranis.<sup>164</sup> Krisnanath petitioned in July complaining that though he had attained majority on 12 March, 1840, he had not received the charge either of his real estates or the ready money or the Government notes in deposit. He wrote, 'The reason which the Commissioner alleged

<sup>162</sup>Bengal Board of Revenue (Misc) Proceedings, Wards, of May, 1840, Nos. 15 and 18.

<sup>163</sup>Ibid., of April, 1840, Nos. 10, 11, 12, 13, 19, 20, 27 and 28; of May, 1840, Nos. 2, 3, 6, 10, 11, 24, 27, 28 and of June, 1840, No. 13.

<sup>164</sup>Ibid., of October, 1840, Nos. 11, 12, 13, 14, 15, 16 and 17.



for this, is that the Court of Wards does not know whether or not all the Government Revenues in your petitioner's estates had been brought to credit. Your petitioner will presently advert to the insufficiency of this reason.' He complained that he had neither been paid any money nor had received the possession of any of his estates. He observed that more than Rs. 7,00,000 were being held by the Court of Wards, which should be immediately paid. He commented that total retention of his funds for four months was wholly uncalled for and expected that he should be indemnified for the great loss that had resulted because of this fully unauthorised retention of his properties.<sup>165</sup>

Digambar now suggested that the charge of the estates should be taken forthwith without giving the Commissioner any further opportunity to delay. The authorised representatives of the Raja should take over the estates from the Collectors of the districts. Krisnanath petitioned to the Board on 24 July that the Court of Wards had granted the farm of Baharbund Pargana and the various estates of Nadia till the end of 1247. He expected that the Commissioner as the Court of Wards would remain in charge of these estates till the expiry of the lease as both legal and practical difficulties would have to be faced by him in the farms granted by the Court of Wards and the security of the farmer held by them. He also complained that the Commissioner of Jessore had allowed a *kistibundy* (deferred payment) in 1245 for the rentals of 1246. He pointed out, 'By Mr. Jackson's orders all further proceedings are stopped and the sureties (who are the real farmers), are allowed to enjoy undisturbed, the profits of the pledge.' Krisnanath wrote that he had come to know that the Court of Wards intended to deduct from his funds in deposit any arrear of State Revenue which the agents had failed to realise. 'The procedure is unjust, for it intends to punish your petitioner for the neglect of the officers of the Government, while holding and managing his estates and shows to the Farmer and his sureties undue favour at the expense of the petitioner.' He requested the Board kindly to instruct the Court of Wards to continue to exercise its functions and powers in realising from the said farmers and their sureties, the full amount with interest, due by them on account of rent of the farm upto the end of 1246 B.S. He blamed Jackson for this difficulty, asserting that he did not have any right to withhold the money and was bound to make over the wealth to him in March along with his

<sup>165</sup>Bengal Sudder Board of Revenue Proceedings, Range 84, Vol. 52, of 13 May, 1840, No. 151; of 3 June, 1840, Nos. 73 and 74; of 15 July, 1840, Nos. 23, 24 and 25.

properties, as the specie alone was more than Rs. 8,00,000. The plea of holding on to it on the ground that there might be set offs was totally unjustified. 'Your petitioner now submits that the cause now alleged is peculiarly vexatious, because, on the expiration of the year 1246, Mr. Jackson refused your petitioner transfer of the possessions of his real estates for which he had applied until the expiration of four months of 1247. The inconsistency and vacillating nature of Jackson's proceedings cannot escape your Board's notice.' Krisnanath complained that his former monthly allowance had also been stopped. He had agreed to take charge of all his estates, but without the available funds, it will not be possible to organise the administration of the estates. He concluded, that, 'the statement of heavy losses sustained by him by the detention of his funds is brought to the notice of the Board who are requested to indemnify the losses.'<sup>166</sup> The Board took a rational view. They instructed Welby Jackson, the Commissioner, 'Although the Court of Wards may have made over to Koonwar Kishennath Roy, all his estates and thereby rendered unnecessary any interference from that date, on the part of the Government, in the collections there may exist exceptions to this general rule. As for instance the arrears due from a Farmer in a lease granted by the Court of Wards and which have accrued anterior to the transfer of the lands to the zemindar on his attaining majority, may very properly be realised by a collection under orders from the Court, provided the late minor solicits such interference. The Board communicates the above opinion for your guidance and request your attention to all the allegations in the petition.' Jackson replied lamely that he could not give the charges of the estates as the accounts were not yet ready. He blamed the Collectors, particularly that of Rungpore, for not behaving properly and suggested that he might be charged to indemnify the owner for his inefficiency. He still did not agree to release the money which might be required for the payment of Revenue. The Board was not pleased with the reply. As the total fund of money was quite large they failed to see what prevented Jackson in paying one lakh of Rupees to Krisnanath as prayed for. They reprimanded Jackson for holding back the Government papers and the funds under any pretext. They ordered him to pay Krisnanath Roy within 15 days, the Government papers and the balance of funds, keeping only the amount that would be required for the payment

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<sup>166</sup>Ibid., of 29 July, 1840, Nos. 168, 169 and 172.

of Revenue, which should not exceed in any circumstance an amount more than Rs. 2 lakhs at the most.<sup>167</sup>

Sufficiently chastened by the reprimand, Jackson wrote a long letter explaining why he could not release the money or give possessions of the the estates to the late minor, which he confirmed, had now been given. 'All his landed estates are now in his hands.' He emphasised that even Baharbund Pargana had been handed over to him. He was also taking measures to hand over the funds held by him after calculating the Revenue that would have to be deducted. He informed the Board that he had requested the Government Agent to hand over all Government papers to Krisnanath minus those amounting to Rs. 41,000. He however did not specify why the amount should be deducted. He had asked the Government Agent to let him know the amount given. He assured that according to the Board's direction, the collection of arrears upto the period of minority had also been ordered. He pointed out that some of the balances were heavy and that it was impossible to sell the security given. He blamed the zemindar for not exercising his authority at the end of the year and remarked that for two parties to collect at the same time might lead to difficulties. He suggested that the zemindar might go to the Court of law under the rules of Section 4, Regulation 2 of 1805, but was quick to add that a detailed account would be necessary to realise the money which was still outstanding. He blamed the Collectors for not letting him have a full statement showing the period of which the arrear was due and what was its exact amount.<sup>168</sup>

It was not before 1 October, that Krisnanath really had the charge of his estates. He requested the Collector, Murshidabad, on 22 September, 1840, praying to be allowed to pay the Government Revenue of all his Estates into the Murshidabad Collectorate (as had been done by his father and grandfather). In spite of the recommendations of the Collector and the Commissioner, the matter was referred to the Advocate General and according to his opinion, only the Revenues of Dinajpore, Malda, Pabna, Rajshahi, Rungpore and Murshidabad were allowed to be paid into the Murshidabad Treasury.<sup>169</sup>

<sup>167</sup>Bengal Sudder Board of Revenue Proceedings, Range 84, Vol. 57, of 29 July, 1840, No. 170; and of 5 August, 1840, Nos. 89 and 90.

<sup>168</sup>*Ibid.*, of 19 August, 1840, No. 140.

<sup>169</sup>Bengal Sudder Board of Revenue Proceedings, Range 84, Vols. 62, 63 and 66, of 28 October, 1840, Nos. 74 and 75; and of 16 December, 1840 Nos. 29 and 30 and Bengal Revenue Consultation of 13 October, 1840.

A summary of the estates in different districts was as following :—

District	Revenue in 1840	Total collection of rental as in 1832-33	Remarks
A. Burdwan	Rs. 590-0-0	Rs. 920-9-3-0	
B. Calcutta	„ 531-0-0	„ 6200-0-0-0	Including taxes of the houses
C. Dacca	„ 93-11-1	„ 101-0-0-0	Jellalpure
D. Dinajpur	„ 26227-5-11½	„ 38485-14-5-2	Raghunathpur
E. Ghazeeপুর	„ Rent free	„ 10000-0-0-0	Jaigir in U.P.
F. Maldah	„ 7524-8-0	„ 10446-7-8-2	Chandlye and another
G. Manbhoom	„ 1668-8-11	„ 22858-5-12-0	Chati Ballipur in Junglemechal.
H. Nadia	„ 61514-8-8	„ 127710-5-0-2	Lokenathpur, Lokenathnagar, Plassey etc.
I. Murshidabad	„ 37823-0-9	„ 71544-13-17-1	Kantanagar etc.
J. Pabna	„ 3652-3-1	„ 12411-10-10-0	Habaspur etc.
K. Rajshahi	„ 42646-5-5	„ 64481-10-5-3	Amrool etc.
L. Rungpore	„ 84160-10-5	„ 263495-8-8-1	Baharbund etc.
	Rs. 2,66,431-14-4½	Rs. 6,18,656-4-10-3	

There can be little doubt about the fact that without the help of Digambar Mitra 'the bosom friend and adviser', as the Collector of Murshidabad had thought fit to call him, Krisnanath would not have succeeded by himself, in taking possession of his properties in October, 1840. To show his appreciation of the good work done, Krisnanath not only appointed him as his Dewan or the chief Manager of his Estate, but on 1 October, 1840, made a princely gift of Rs. one lakh to him, 'thus', wrote Krisnanath, 'to furnish you with a small provision for your family.'<sup>170</sup>

The minority of Krisnanath was indeed over at last.

<sup>170</sup>Ramgopal Sanyal, Op. Cit. pp 186-188 (also reported in the Friends of India).

## CHAPTER VII

### THE PROPERTIES OF KRISNANATH

Krisnanath was not interested in properties. He was more keen on accumulating horses and hounds, which were his two great passions in life. He was also interested in food, particularly European and drinks, in which wines were his favourite. Properties that he acquired therefore had a distinct character which were closely related to his personality. Having established himself in the Banjetia House, in an area which was known as Madapur, he was interested in buying land all around his property. This was made easy as the administrators who had colonised there earlier were leaving this area to flock around the newly developing Berhampore Cantonment. Thus the area of the Madapur jail and the hospital were soon purchased by European private persons and turned into residential buildings, farms, riding areas and stables for breaking in new horses. Both the intimate friends of Krisnanath, John Herklots and Dr. George Macpherson had properties there, as did one Mr. Shulton and one Mr. Watson. Dr. Young another intimate associate of the young Raja lived nearby also. Both Herklots' and Macpherson's deeds of purchase are found in the muniments of Krisnanath. It seems that both gentlemen probably left the deeds with the Raja in return of a large sum of money, which they never paid back. The way they conducted themselves in the last year of Krisnanath's life, makes it quite explicit that they had no intention of paying the money back. The Raja's widow could not claim it either as there was nothing to prove that these were loans and not gifts. Swarnamoyee, the widow of the Raja collected the various letters which made the nature of these advances abundantly clear, but as these were not sufficient evidences for the law courts, the widow could not realise a single sicca.

The acquisition of properties by Krisnanath therefore falls under two distinct categories. In the first category are those properties which he was keen to purchase. These were anything and everything around his Banjetia House, houses in the Khagra bazar which was fast developing as the commercial centre and land in what later became Ranirbagan area in Gar Berhampore which was developing into the fashionable residential area of the new cantonment. In the second category are such involuntary

acquisitions which were the result of long standing suits in the law courts initiated either by his late father or by his guardians. The acquisition of the huge Sibpur property in Howrah falls under this category. This property belonging to the late C. R. Barwell was known as Shalimar, being built by Colonel Robert Kyd. This house once owned by C. T. Metcalfe, was acquired by Krisnanath in full settlement of Barwell's debt in 1837. Here his guardian J. C. C. Sutherland was allowed to live and die. The other acquisitions which are few, were collected during the administration of his zemindari.

Before proceeding to relate the acquisitions year by year it may be interesting to discuss how the place known as Madapur came to be known as Banjetty first and then as Banjetia. Geographically this place was almost in the middle of the horse-shoe shape of the old Cossimbazar River around which the township grew. Because of this shape there was rapid silting of the river and led to floods during the rains. The usual landing places could not be used during this time, so an auxiliary landing pier was built for the use of the Company. Soon the local parlance combined the Bengali word *ban* meaning flood with the English word jetty (landing pier) and the place came to be known as Banjetty. When Krisnanath came to live in the old palatial residency building bought by his forefathers, the name Madapur was lost and Banjetty was prevalent which later became almost exotic by becoming known as Banjetia, thus making the finding of the original name even more difficult. The river was now flowing three miles away as the result of the joining of the two bends of the horse-shoe shaped river, which started in 1813 and was completed in about 1839, turning the old river bed into a stale tank. Now even if the river-bed flooded at the time of the rains, there was no need for the jetty, and the Indo-Anglican Banjetia became the residence of Krisnanath. The aptness of the symbolism cannot be overemphasised.

The earliest deed of sale can also be termed to be the most confusing. This deed shows that John Herklots bought three bighas of land in 'Banjitte', bounded on the north 'partly by a public road and partly by a tank called Salloah tank and partly by an embankment, on the south by the Company's land and on the east and west sides by a public road.' The date of the deed is 1 March, 1836. It is possible that knowing fully well Krisnanath's love for Banjetia lands, Herklots left his deed with him and had taken either a loan or an advance against it. It is also possible that Herklots, who turned out to be a close friend of the young Raja,

whom Manulla Mandal in Kantanama considered to be the chief adviser, bought the land for him. The text of the deed describing the sellers is interesting, as they were all Europeans. They were Robert Castle Jenkins and Thomas Holroyd in the first part, who were assignees of the estates and effects of James Calder, George James Gordon and John Ilran lately carrying on business together with James Calder Stewert as merchants and agents under the co-partnership firm of Messrs. Mackintosh & Co., but who were all now insolvent debtors. The above named James Calder Stewert, now of Canton constituted the second part of the sellers. The buyer was John Diederick Herklots and the price was the grand sum of five Rupees.<sup>1</sup> It is impossible to surmise whether Mackintosh Company who owed a very large sum to Krisnanath came to an understanding with him through Herklots. Otherwise it is hard to justify a complicated legal document running into several pages for a property worth Rs. 5. Even the cost of paper and ink would be higher.

The next property was a part of Kismat Saidabad bought in Revenue sale for Rs. 85 only, from one Golam Murtaza and others who were the proprietors of this Taluk. This was a case of Revenue default, the amount of the malguzarry being Rs. 11-15-5 annually. The property was bought by Saikh Golam Samdani on 6 Chaitra, 1242, the Collector's *Bynama* was signed on the same day which was 17 March, 1836<sup>2</sup>. There are reasons to believe that the taluk was bought for Krisnanath as the purchaser transferred the property to him by a deed of sale on 31 Ashar, 1243 (July 1836) for the sum of Rs. 97 only.<sup>3</sup>

A similar transfer was made by Ananada Chandra Tarafdar who bought by Revenue sale Kismat Cossimbazar in Pargana Chunakhali for Rs. 125 only, on 22 Baisakh, 1243. The Talukdar of the property Bhairab Chandra Chowdhury had defaulted Revenue which amounted to Rs. 24-2-5 per annum. The Collector, as was customary signed the *Bynama* on the same day, which was 3 May, 1836.<sup>4</sup> This property was transferred to Krisnanath by a sale deed dated 28 Ashar 1243 (July, 1836), three days before the other transfer, for Rs. 130 only.<sup>5</sup>

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<sup>1</sup>Cossimbazar Raj Records, KNR-1/M-1. (1836).

<sup>2</sup>Ibid., KNR-2/M-2. (1836).

<sup>3</sup>Ibid., KNR-6/M6. (1836).

<sup>4</sup>Ibid., KNR-4/M4. (1836).

<sup>5</sup>Ibid., KNR-5/M5. (1836).

The deed of a couple of months earlier, dated 3 Baisakh, 1243, (April, 1836), is as confusing as the first or the Herklots' deed. In this deed Dr. George Macpherson took the lease of 23 bighas 12 kattas 1 chatak land in Banjetia, which formed a part of late Krisnadhan Basu's estates, from Ramjadab Sinha, the *Sadar Nayeb* for an annual rental of Rs. 32-11-12g.<sup>6</sup> Here also as in the previous case it is difficult to explain why the deed had been left with the Raja and how the land came under the possession of his wife after his death.

His next property in Murshidabad was the result of a decree of the Dewani Adwalat against Radhabinode Das who owed him Rs. 5000. Krisnanath paid Rs. 2000 and Rs. 635 and the price of the deed was fixed at Rs. 3000. The property consisted of Kismat Baidyabati, Palanda, Pati Bahadurpur etc. and was acquired on 19 Falgoon, 1243 (March, 1837).<sup>7</sup> The last property of the year was also acquired in the same month. On 15 Chaitra, 1243 (March, 1837), land belonging to Haradhan Halshani amounting to 3 kattas in Cossimbazar, under mouza Jhaukhola was acquired under Regulation 10, by Mritunjay Das on behalf of zemindar Raja Krisnanath Roy.<sup>8</sup>

There is a sudden interval in activity. No property was purchased in 1244 or 1245 except one and that also most curiously in the name of Krisnanath's minor sister Gobindasundari. The property was bought from a lady, Brajakishori Dutta, the wife of Bhuban Mohan Dutta, consisting of house and garden, area being 1 Bigha and 4½ gondas for Rs. 316-12-5.<sup>9</sup> What is most confusing is that throughout their disputes neither the mother, grandmother nor the sister ever mentions or claims the property. Even when the mother repainted the old 'Khasbari', claiming it to be newly built, as a dowry of Gobindasundari, or when Gobindasundari, herself appealing for sustenance to the Supreme Court, did ever claim the property. It is probable that when Krisnanath bought the property he meant to give it to his sister after marriage but when the disputes developed he forgot about it. He however did promise to buy his sister a house in Calcutta after her marriage, which money was realised after

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<sup>6</sup>Cossimbazar Raj Records, KNR-3/M3. (1836).

<sup>7</sup>Ibid., KNR-7/M7. (1837).

<sup>8</sup>Ibid., KNR-8/M8. (1837).

<sup>9</sup>Ibid., KNR-9/M9/G1. (1837).



Krisnanath's death after a law suit and that house only became their permanent residence, where both Gobindasundari herself and her husband Nabinchandra lived and died.

The reason for not buying any property in 1244 and 1245 was perhaps because Krisnanath was waiting to become 16 years, when he considered himself a major according to the Hindu custom, usage and law. On 16 Ashar, 1246 (1 July, 1839), he took on lease 19 bighas of *Khasmahal* land in Cossimbazar for 10 years, agreeing to pay Rs. 20-5-5g per annum.<sup>10</sup> The interesting feature of the document is that it is a printed lease deed which leads to the conjecture that the Government encouraged the taking of Government land on lease. A decree against Mahananda Roy gave Krisnanath the possession of a very large area in Gar Berhampore consisting of house, stable, garden and tank, on 4 Bhadra, 1246 (19 August, 1839).<sup>11</sup> (This area later during Rani Swarnamoyee's time became famous as Ranirbagan turning into the most fashionable area in Berhampore). In the next month one Krisnalal Das alias Nandalal Das whose father's name was Bhagbat Khansama and grandfather's name was Nakul Barik sold his house, tank, trees and land in Urepara (উড়পাড়) in Sripur in Pargana Chunakhali to Kumar Krisnanath for Rs. 29, on 24 September, 1839.<sup>12</sup>

The next property dated 9 Falgoon, 1246 (Feb. 1840) is as confusing as the two former ones left by the Europeans. Dr. G. G. Macpherson took the lease of 12 bighas and 6 kattas of land in Banjetia in Pargana Samaskhali at the annual rent of Rs. 17-2-2g. This land was on the south of the house of John Herklots and consisted of a house which belonged to Mr. Shulton. It also had within the premises a silk house. The mulberry trees covered a large area of the land with an embankment of raised earth enclosing it, with cottages of distressed persons on the west side of Mr. Shulton's tank. The property belonged to Krisnadhan Bose, but the *patta* was granted by the *Sadar Nayeab*, Ramjadab Sinha.<sup>13</sup> There is no explanation why the deed is here.

On 5 March. 1840, Krisnanath bought the land commonly known as Nengribibi's Hata (the garden house of the lame lady) from Dr. G. G.

<sup>10</sup>Cossimbazar Raj Records, KNR-10/M10. (1839).

<sup>11</sup>Ibid., KNR-11/M11. (1839).

<sup>12</sup>Ibid., KNR-12/M12. (1839).

<sup>13</sup>Ibid., KNR-13/M13. (1840).

Macpherson who was the Agent of Miss N. Watson for Rs. 4500 along with 300 bighas (100 acres) of land, house, garden and tanks.<sup>14</sup> It seems that the owner was absent for a long time and Dr. Macpherson looked after the property. The romantic stories that might have spawned in imaginative minds have therefore no basis in fact and can therefore be considered only as slander.\*

All the three documents of 1247 are in the name of Ramlochan Lahiri. As a suit had been filed against him at the Supreme Court by his mother and grandmother, Krisnanath perhaps did not feel secure to acquire properties in his own name. On 25 Baisakh, 1247 (May, 1840) Ramlochan took the lease of a tank in Banjetia for Rs. 2 per year. The owner of the property was Dewan Enayetulla Ali Chaudhuri Shaheb, zemindar, the *patta* was granted on his behalf by Radhakrisna Dutta.<sup>15</sup> On 9 Pous, 1247 (December, 1840) Ramlochan took the lease of 18 bighas and 6 kattas of land in Banjetia for Rs. 18-6-12g per annum from Brajagobindanath Roy who granted the *patta* for and on behalf of Talukdar Mathura Mohan Basu.<sup>16</sup> The last property of the year was acquired by Ramlochan on 28 Magh, 1247 (February, 1841), which was the lease of a house which belonged to Gangadas Sipahi, having an area of 1 bigha and 1 katta, for Re. 1 per annum in Kismat Kasimnagar, Mouza Sripur from Rajiblochan Ghosh and Srinibas Sarkar for and on behalf of Rajkishore Roy and others, zemindars.<sup>17</sup>

On 25 September, 1841, Krisnanath acquired the house, land and garden which were Bramhattor (tax free being donated to Brahmins to perform sacredotal duties) from Ramnarayan Bhattacharya for a decree amounting to Rs. 375 in Saidabad. It is however not clear whether Krisnanath himself was the decreeholder or he purchased the property when the original decreeholder had put the property on sale. The deed contains the word 'decree-sale' which makes such conjectures plausible.<sup>18</sup>

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<sup>14</sup>Ibid., KNR-14/M14 (1840).

\*Miss N. Watson, who was lame and always moved on horseback came to Banjetia after her father's death, when she became the owner. Not finding any ready buyer she appointed Dr G. G. Macpherson as the Agent. Popular stories tried to link the two lovers of horses. Krishnanath was 18 years of age when he bought the property. Miss Watson never met him. The property was sold under the signature of Dr. G. G. Macpherson as the agent to Miss Watson.

<sup>15</sup>Cossimbazar Raj Records, KNR-15/M15 (1840).

<sup>16</sup>Ibid., KNR-16/M16 (1840).

<sup>17</sup>Ibid., KNR-17/M17 (1841).

<sup>18</sup>Ibid., KNR-18/M18 (1841).

Ramlochan Lahiri however continued to take lease of properties. On 4 Agrahayana, 1248 (November, 1841), he took the lease of 1 bigha land in taraf Bisnupur for the annual rent of Rs. 3 from the *Ijaradar* of the *Khasmahal* Rajkishore Sarkar through Ramlochan Chaudhuri.<sup>19</sup>

From 1842, Krisnanath again started buying properties in his name. Though he had been entitled 'Raja' by Lord Auckland in 1841, the deeds of sale systematically term him as 'Maharaja.' On 7 Falgoon, 1248 (February, 1842), the Maharaja bought three properties. The first was a house from Gourchandra Sharma Bagchi in Pargana Kantanagar, *taraf* Pargopjan for Rs. 35.<sup>20</sup> Thus launching his endeavour to buy up the commercial area of the Berhampore Cantonment, the importance of which had been suddenly increased by the Madapur European settlement moving to Babulbona and Ranirbagan. He next bought in Pargana Kantanagar, *taraf* Pargopjan, houses, land, gardens and shoprooms from Bari Khan of Khagra for Rs. 200.<sup>21</sup> Similarly he bought all the lands, garden and house in the same Pargana and taraf for Rs. 300 from Ramlochan Nandi, son of late Kamal Nandi and grandson of late Baidyanath Nandi and his co-sharer Srimati Debi Dassi, wife of Narayan Nandi.<sup>22</sup> The commercial area in Khagra was soon to become an important centre for trade, proving how farsighted Krisnanath had been. Eleven days later on 18 Falgoon, (March, 1842) he bought the house, land and garden of Mohanlal Saha and Amritlal Saha in the same area for Rs. 401<sup>23</sup> and the next day, 19 Falgoon (March, 1842), he purchased the house and land again in the same area of Chuhan Bewa, the wife of Nan Saikh for Rs. 70.<sup>24</sup> She must have been relieved as the property was occupied by Bachu Seikh, who was thrown out and the possession of the property taken.

Then a year went by without the acquisition of any property. The strain and difficulty that Krisnanath was facing at this time is quite discernible in the deeds of purchase. His friend Digambar Mitra had left him and his time was spent in getting back the properties which he had lost to sunset laws by Revenue default as a minor. Only two of these deeds can be found though there is indication that more deeds of this type should have been found. The loss of one document at least, if not more, may be

<sup>19</sup>Cossimbazar Raj Records, KNR-19/M19 (1841)

<sup>20</sup>Ibid., KNR-21/M21 (1842)

<sup>21</sup>Ibid., KNR-20/M20 (1842)

<sup>22</sup>Ibid., KNR-22/M22 (1842)

<sup>23</sup>Ibid., KNR-23/M23 (1842)

<sup>24</sup>Ibid., KNR-24/M24 (1842)

recorded. *Chowk Kaksar* fell under the Sunset law while Krisnanath was a minor, he took a fresh lease of the property on 24 Falgoon, 1249 (March, 1843) which consisted of 241 bighas 14 kattas and 14 chhataks of land after payment of all arrear taxes, on an annual rent of Rs. 164-9-8 from the Collector, Murshidabad.<sup>25</sup>

Similarly 155 bighas 10 kattas and 15 gondas of Lakheraj (tax-free) land in Mouza Maheshpur and 85 bighas of land in Mouza Purandarpur both in Pargana Kantanagar, were confiscated under Regulation 3 but had to be released and returned as per Court order. The annual lease rent of Maheshpur, Rs. 128-2-3 was changed to Revenue under the Permanent Settlement and reduced to Rs. 64-1-2 per annum. In the same way the Revenue of Purandarpur was fixed at Rs. 33-4-7. *Amalnama* was issued by the Collector to this effect, giving the date of 16 Bhadra 1250 (September, 1843).<sup>26</sup>

The last document of Krisnanath, available in regard to Murshidabad, is about the huge tank which now falls within the Municipal limits of the Berhampore town, known as Beel Chatra. In this lease deed granted to Kamalmani Brahmani, she agrees to pay Rs. 3001 per annum for having been granted the lease of the tank for three years. From the document it is learnt that the tank was acquired in 1819 (by Harinath) under Regulation 8 (default in payment of rent to the zemindar). She also agreed to continue the regular worship in the Kali temple at Dewangunge (Khagra) and also to look after the properties attached to it. The deed is dated 30 Sravan, 1251 (14 August, 1844)<sup>27</sup>, barely 2½ months before Krisnanath committed suicide. It is interesting to note that the Mouza Dewangunge was later merged with Mouza Khagra.

The suicide of Krisnanath on 31 October, 1844 led to the loss of several documents a few of which only could be recovered later. The greatest loss seems to be regarding Maldah, where Krisnanath laid down a large field for horse racing and fox hunting. His cash books show large amounts having been spent on the project. It can however be argued that he perhaps paid the large amount of money to create this English country scene as he had read in the books and seen illustrations of, but

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<sup>25</sup>Ibid., KNR-25/M25 (1843)

<sup>26</sup>Ibid., KNR-26/M26 (1843)

<sup>27</sup>Ibid., KNR-27/M27 (1844)

he may not have owned the property at all. It could even have been used by him on payment of a rent in which case the lack of any document is understandable.

The only other deed of purchase in the *muffusil* relate to Dinajpur, where on 18 Pous, 1247 or 31 December, 1840 Krisnanath bought Pargana Bijanagar from Mr. D. Nicolborne for Rs. 45 which was certainly not a high price, considering that a Pargana was being purchased.<sup>28</sup>

In Calcutta-Howrah area Krisnanath was involved with two properties. The first was the Sibpore property of the late C. R. Barwell who had taken a loan from the late Raja Harinath amounting to Rs. 38,000, pledging his property which was called Shalimar. Now both the Board of Directors of Revenue and the guardians of the minor Krisnanath agreed to take the property in full satisfaction of the loan in April, 1837.<sup>29</sup> (See note)\* The other property was a house and garden with tank in Shyambazar, which Krisnanath wished to buy for his sister

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<sup>28</sup>Cossimbazar Raj Records, KNR-28/D1 (1840)

<sup>29</sup>See foot note No. 85 of Chapter II of KNR (1837)

\*Note:—*Shalimar House*—In 1787, Colonel Robert Kyd submitted a petition to the Governor-General in Council (Rev. Dept. GG in C of 21 February, 1787, No. 10) for the confirmation of his purchase of lands in Pargana Paikan under an agreement to yearly rent. The area was 139 bighas and 5 kattas with rent of Rs. 461-4-0 and it included 3 bighas of rent free Bramhottar lands. He soon after purchased a further 15 bighas of land. Thus Colonel Kyd had 154 bighas of land with a rent of Rs. 516-4-0. On this land he built his country house and garden. The garden was laid out in the style similar to the famous Shalimar gardens of Lahore said to have been built by Ali Mardan, the Mughal engineer at the instance of Nur-Jehan, the principal wife of Emperor Jehangir. Since then the name Shalimar house or only Shalimar came into existence. Shalimar House with its grounds were sold in 1795 to Nawab Sadat Ally for Rs. 40,000 by Major Kyd, the nephew of Colonel Kyd. In 1805 the house and the garden are referred to as Sir John Royd's ground. Sir John was a Judge in the Supreme Court who added further land to the property during the acquisition of lands for the Botanical Gardens. In the Indenture of the Bishop's College in 1821, the owner of the house and the garden was Charles Theophilus Metcalfe. He was then the Secretary to the Secret and Political Department and Private Secretary to the Governor-General. He afterwards became Governor-General in 1835. He probably sold the property out, before that, as Schalch's map of 1825 shows C. R. Barwell as the owner of the property. Raja Krisnanath bought the property in April, 1837 in full settlement of the loan that the late C. R. Barwell had taken from his father which in principal and interest amounted to, not less than Rs. Rs. 55,000 (Principal amount Rs. 38,000).

When Maharani Swarnamoyee surveyed the land for development, after she was declared to be the heir and successor to her late husband Raja Krishnanath, by the Supreme Court in 1847, the total area of the land was 330 bighas and the annual rent Rs. 830-14-6. (See: Report on Enquiry regarding the Foreshore Lands on the Banks of the River Hooghly in Calcutta and Howrah; published by Government of Bengal, Revenue Dept., 1926. The report for official use only was made by Jamini Mohan Ghosh, Deputy Collector.).

Gobindasundari, so that she could come to Calcutta and enjoy the benefit of living in a city. This property could not be purchased as it was found that the house was mortgaged and the owner had no money to release it. So Gobindasundari and her family were given the possession of the house when only a part payment for the property was made. Gobindasundari was registered as a monthly tenant for Rs. 15 per month, while the owner gradually paid back the loan. But it was found that Sankaree Debi who had given the loan had been involved in a suit with her late husband's brothers, who were declared joint owners of all properties including the money that was loaned. Rajchandra Das, the owner of 37 Ramkanto Bose Street therefore, had to get the release of the property from Sankaree Debi, the original giver of the loan and the Ganguly brothers who became her co-owners separately. All this took time and the sale deed for the house was registered only sometime between 1858-1861. Gobindasundari's name was registered in the municipal records only after her death and then was supplemented by her two surviving sons Upendrachandra and Manindrachandra in 1869, the second brother Jogendrachandra having expired on 19 March, 1868. Later the holding number of the house was changed from No. 37 to No. 20. Thus the property came to be known as 20, Ramkanto Bose Street in Shyambazar. The deed of sale is however missing.<sup>30</sup> Gobindasundari filed a suit against her brother's widow complaining that the full amount promised by her brother was never paid. The Supreme Court decreed the payment.

<sup>30</sup>The nathi on 37 Ramkanto Bose Lane which later became 20, Ramkanto Bose Street.

## CHAPTER VIII

### THE LAST FOUR YEARS OF KRISNANATH, 1840-1844

Though Krisnanath officially became a major on 12 March, 1840, the charge of his estates was not given to him. First the time was extended to the end of the Bengali year 1246 which corresponded with 13 April, 1840. Then it was again prolonged till the end of the Company's accounting year, which was 30 April, 1840. Krisnanath, however did not receive the charge of his estates till about 1 October, 1840 and the Promissory Notes and the cash in the Company's custody amounting to about Rs. 8 lakhs was handed over to him even later.

Notwithstanding the delays, Krisnanath set up his establishment from the 12 March, 1840 and appointed Digambar Mitra, his Dewan (chief Manager). It was necessary that both these pieces of information should be known to the public and create a favourable impression in the society. The Friend of India published the following on 23 April, 1840, 'We are happy to learn from papers, that the young Rajkumar Krisnanath Roy, has determined on giving five prizes, valued at Rs. 5,000, to the most successful students of the Calcutta Medical College, and the Raja's Dewan Degumber Mitter is now corresponding with Mr. Goodeve upon the subject.' In April, 1840, the first batch of the students came out of the newly established Medical College. Krisnanath quick to realise the importance of the medical education offered Rs. 1000 each, to the first five successful students. He also donated Rs. 700 to the funds of the hospital.<sup>1</sup>

Krisnanath was not a product of the Bengal renaissance. His English teacher, his friends, his dewan Digambar and his way of life made him act in a way that was unconventional. His love of education, though he himself was never a good student; his patronising of culture as was known then, which was manifest in the very high payments he made to Kabials, musicians, Tyfawalis and various other people; his interest in horticulture, physics, astronomy and mining, cut him out to be quite distinct from others. How far he was really interested in establish-

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<sup>1</sup>Ramgopal Sanyal, *Op. Cit.*, p 190.  
and Krishnath College Centenary Commemoration Volume *Op. Cit.*, p 117.

ing shipping between Cossimbazar and London, is difficult to say, but he laid out a ship building yard by the Ganges in the old garden of Gurgin Khan in Saidabad and ordered a steam engine through Hamilton and Co. His interest in food and drink was genuine and his liberal mind was not constrained by the usual prejudices of the Hindu Bengali which was perhaps a remarkable feature in one so young in age. On 10 May, 1840, Krisnanath brought out the first Bengali newspaper outside Calcutta, *Murshidabad Sambadpatri*, which disseminated liberal views. It was a weekly paper which was edited by Gurudayal Chaudhuri. It ran for one year only, getting into trouble with the Collector of Murshidabad, who because of certain news printed about him, became hostile to the publication.<sup>2</sup>

On 25 September, 1840, *The Englishman* published a letter signed by the Raja himself, which spoke of the highhandedness of S. Taylor, the Collector of Murshidabad. The letter complained that Taylor had advertised for sale, Krisnanath's property of Pargana Cowar Protap and others containing seven parganas for non-payment of Government Revenue of Rs. 73,291. Though the Court of Wards had not yet handed over the money in their custody, Krisnanath sent his Muktear to attend the Collector and to pay him Rs. 20,000 as part payment of the Revenue and pray for time. On the next day another sum of Rs. 24,000 was paid, writes Krisnanath, 'and requested the Collector to give me further time to pay the balance, which had then been reduced to Rs. 25,291, which the Collector refused to do, and fined every word my Muktear uttered; he was fined 10 times which amounted to Rs. 420.' This money however had to be paid instantly or else face confinement. After 5 P.M. that very day, the property was put up for sale and bought by the Government for Re. 1 only. An appeal to the Commissioner of Murshidabad Jackson proved futile as he refused to annul the unlawful sale. 'Thus for the sum of one rupee, I have been deprived of a property of the value of five lakhs rupees and upwards.'<sup>3</sup>

The poet of Kantanama, Manulla Mondal, came to meet Krisnanath during this time at Banjetia where the Raja now almost permanently resided (which place was variously called house or villa). Manulla was a resident of Jobisha Pargana under Chakla Bhangar in Dinajpur District.

<sup>2</sup>Brojendranath Bandopadhyaya, *Bangla Samayik Patra*, Part I, p 74.

<sup>3</sup>Ramgopal Sanyal, *Op. Cit.*, p 69.



He lived in the village Fokrandia which along with the Pargana Jobisha was leased out to one Shyam Kishore Roy by the Collector during the minority. The lessee rack rented and oppressed the tenants in so severe a manner that many people deserted their homes and fled with their families. This holocaust ended when the estates were handed over to Krisnanath, who immediately sent Brajanath Hazra for stopping the oppression of the tenants and fixed the rentals according to the land held, making arrangements to collect only four times in the year and granting proper receipts. By his concern for the tenants and his effort in bringing back the deserted villagers, Brajanath soon became very popular there. Manulla was probably induced by him to go to Krisnanath and tell about the fine work Brajanath was doing. The simple villager did not realise this but was pleased that the *tahsildar* made all arrangements for his journey. Going to Banjetia he met a soft spoken young gentleman, in a most simple dress in the garden who talked to him for a long time, enquiring not only where he came from but how did the Raja's officers behaved. The next day when Manulla saw the same young man in court and realised that he had talked with the Raja himself, he was overwhelmed. Even, holding court, Krisnanath behaved in a kind manner to Manulla asking him personal questions. When Manulla told him of his loss of son and brothers, Krisnanath came down to him, touching his shoulders and hands in sympathy and arranging for his comfortable stay as long as he wished. Nothing in Manulla's imagination could compare to this kindness. To him the Raja became the Lord Krisna himself. He felt in him the presence of his son who had expired long ago and became certain that Krisnanath was really the God himself. It was at this time that he contemplated to write the book 'Kantanama'. Manulla has described the people who were constantly around the Raja. He mentioned John Herklots as the chief adviser, Radhanathbabu as Peskar, Gangadhar Ghosh as Nazir and Durgacharanbabu (Durgaprosad Chattopadhyaya) as Sherestadar. The pundits who were present in the court were Ramsundar Tarkapanchanan, Bhabanisankar Pundit and Gurudas Bhattacharya. How much impressed Manulla was by the young Krisnanath can be discerned from the subtitle he gave to his book, 'The Duties of a King.' Everything he considered to be the duties of a king, he found in his zemindar and wrote the book Kantanama on his return to his village.<sup>4</sup>

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<sup>4</sup>Manulla Mondal, *Kantanama or The Duties of a King* (C 1840-41), found by Nalini Kanta Bhattachali in 1320 (1913-14), published by Sahitya Parisad, Dacca, 1913-14, pp. 74-107.

Krisnanath finally got the charge of his estates on or about 1 October, 1840. He made a friendly gift of a lakh of rupees to his friend Digambar. The two most interesting letters which appeared in the *Friend of India*, were for some reason not quoted by Bholanath Chunder, the biographer of Raja Digambar Mitra, C.S.I. but by Ramgopal Sanyal in 1894. As the latter's book is not very much known, the two letters are quoted fully here.

Writes "Most truly yours, Kumar Kristnath Roy, 'My dearest friend, It is with feelings of greatest pleasure that I herewith enclose two Promissory Notes of number and date as per margin (No. 6112 of 1835-36, dated 31st March 1836 for Company's Rs. 96,000, ninety-six thousands and No. 2534 of 1835-36, dated 31 March, 1836 for Company's Rupees 4,000, four thousands) amounts in value to a lakh of Company's Rupees, which you will do me a great favour by accepting as a small tribute of that gratitude and friendship, which your services as well as your amiable character have inspired in me.

'Far it be from me ever to flatter myself with an idea that this is a remuneration of the zeal and assiduity, which from the commencement of our friendship, you have sprung from these sources are engraved in my mind, and nothing I could do would repay them; but paltry as this gift may be, when compared with the valuable services you have rendered to me, and sentiments of friendship, which you cherish for me, yet allow me to assure you that the same friendly feelings which have induced you to devote yourself so zealously to the promotion of my welfare have prompted me also thus to furnish you with a small provision for your family.'

Digambar replied, 'My dearest friend, The many proof I have had of your sincere friendship, not indeed only since I have been in a situation in your service of comparative comfort, but also when prosecuted, I may say persecuted, upon fictitious charges, when deprived of my livelihood, and worse than that, when my character was tried to be taken from me, call forth from me an expression of gratitude that should last to the end of my existence.

'But when you have crowned your disinterested friendship to this day by a present so princely, so magnificent, I do, my dear friend, sincerely declare that any attempt at expressing my deep-felt thankfulness

must be lamentable failure. Pardon then my attempting it. But Oh ! give me credit for sincerity in declaring that my life shall continue to be devoted to your service, that my humble efforts will be trebled in promoting the interests of one endeared with a heart for more princely than my princely domain.

'I remain, my dear friend, with deep-felt gratitude, your devoted servant and faithful affectionate friend, Digamber Mitter, 2 October, 1840.'<sup>5A</sup>

In spite of the letter Digambar left Krisnanath sometime in 1843. This gift caused a furore in society. In the circles of his friends, Digambar 'was thought to have made his fortune by one prodigious leap'.<sup>5B</sup> Krisnanath gave Digambar complete freedom to organise the administration of his estates and this was done efficiently. Men of integrity and efficiency were given responsibilities. Rajiblochan Roy received the important assignment of becoming the Naib of Baharbund Pargana. The collections became well organised and money started to flow into the treasury. The tenants of Baharbund always particularly open-handed and loyal to the legitimate member of the family, paid not only the current but also the arrear dues. Krisnanath was soon recognised by the Company as an important zemindar. Lord Auckland invested the title of Raja Bahadur on Krisnanath in 1841, which was in reality only confirming what has been known as his title from the time he was 16 years old.

Krisnanath appointed J.C.C. Sutherland as his attorney in Calcutta and requested the Board of Revenue that the Company Papers (Promissory Notes) may be delivered to him. When Sutherland examined them he was quite astonished to find that these Government Papers were still in the name of the late Raja Harinath, who was dead since 1832. He also found out about the loans paid to the different Companies which had gone into liquidation. The registered claims were against the following :

1. Cruttenden Mackillop & Co.	Rs. 1,00,343-05-05
2. Mackintosh & Co.	„ 1,27,065-07-01
3. Alexander & Co.	„ 2,53,546-10-10
	<hr/>
	Rs. 4,80,955-06-16

<sup>5A</sup> Ramgopal Sanyal, *Op. Cit.*, p 186-188.

<sup>5B</sup> Bholanath Chunder *Op. Cit.*, p. 21.

Instructions had been given under the authority of the Board, to the assignees of the insolvent agency houses, alluded to, to pay to the Government Agents, the dividend advertised or which may hereafter be advertised for payments.

Now the Board advised the Government agents to make full payments to Krisnanath, the sum of which came to S<sup>a</sup> Rs. 12,70,065-7-1. The interest that Sutherland requested to be paid to him amounted to Rs. 54,800 per annum.<sup>6</sup> The full payment to the Raja was ordered to be made on 23 January, 1841.<sup>7</sup>

Jackson, the Commissioner of Murshidabad soon informed the Board that the Raja had expressed his willingness to pay into the Murshidabad Treasury, the Revenues of Dinajpur, Malda, Pabna, Rajshahi and Rungpore besides Murshidabad. He enclosed the letter from the Raja, dated 11 January, 1841 and requested to be permitted to inform the Raja accordingly. The Government now created an office which was called the Presidency Special Commissioner for Murshidabad and H. Moore was appointed to the post. His first act was to remove the Madapore hospital situated in Cossimbazar to Berhampore. It was not till 13 April, 1841, that J. B. Thornhill wrote to the Board informing them that Krisnanath's petition was approved and that the Collectors of of Dinajpur, Malda, Pabna, Rajshahi, Rungpore and Murshidabad had been informed that the Revenue of all these districts would be paid at the Murshidabad treasury.<sup>8</sup> Digambar Mitra took immediate action by depositing the revenues.

The backlog of his years of minority still pursued the young Raja. He complained to the Board, 'Your Petitioner owns Palashi and other mehals in Nadia, which during his minority were let in farm by the Court of Wards, to Bykoont Jebun Mookerjee on the *Malzamaini* of Mathuranath Mookerjee. . . . . Notwithstanding the sanction given in the letter of your Board addressed on July, 1840, to Mr. Commissioner Jackson of the Court of Wards, he has not exercised the functions of his office in settling the account with the Farmer and Surety for recovery of balance.' He bitterly reported that on writing to the Commissioner, his

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<sup>6</sup>Bengal Sudder Board of Revenue Proceedings, Range 85, Vol. 9, of 27 January 1841, Nos. 10 and 11.

<sup>7</sup>Ibid., No. 11.

<sup>8</sup>Ibid., of 3 February, 1841, Nos. 150 and 151; of 21 April 1841, No. 169.

petition was rejected without assigning any reason. He prayed that the Board would issue instructions to the Commissioners and recover his balances. The Board forwarded a copy to Jackson but nothing more is known of the matter.<sup>9</sup>

For Krisnanath, 1842 was perhaps the only tranquil year since the death of his father. He stayed in Calcutta for long periods making acquaintance with people who were then the leading lights of society. He was deeply impressed by David Hare, and visited him frequently. In Calcutta he made a lot of friends. He became particularly close to Peary Chand Mitter and his brother Kishori Chand Mitter, being more intimate with the latter. Kishori Chand Mitter wrote the first history of the family in the Calcutta Review in 1873 (Vol. 57) in an article entitled, 'The Territorial Aristocracy of Bengal, Kashimbazar (Cossimbazar) Raj (article V). He made other friends also of whom Nabin Chandra Mitra became very devoted indeed. Nabin Chandra Mitra was perhaps a doctor (see Strettell's deposition at the time of the suits in regard to the Will 1844-1847) who had passed out from the Medical College in the first few years. Through the Landholders' Society, Krisnanath came to know the other zemindars and prominent persons of Calcutta. He attached himself to the entourage of Prasanna Coomar Tagore, who was slowly overshadowing his cousin Dwarkanath Tagore, then in England. The Raja was also acquainted with Pandit Iswar Chandra Vidyasagar during this time. The pattern of his movement was preference for the company of intellectual persons. If he was exerting himself more than the others it was because of the time he had lost by his long years stay outside the city.

On 1 June, 1842, David Hare died. On receipt of the news Krisnanath started for Calcutta with Digambar Mitra and convened a memorial meeting which was held at the theatre of the Calcutta Medical College on the 17 June, 1842. Prasanna Coomar Tagore presided over the meeting. The Committee that was appointed to raise funds for the erection of the statue of David Hare consisted of Raja Krisnanath Roy, Raja Satyacharan Ghoshal, Debendranath Tagore, Nandalal Sinha, Harachandra Ghosh, Srikrishna Sinha, Baikunthanath Roychoudhuri, Ramgopal Ghosh, Reverend Krisnamohan Banerji, Tarachand Chakrabarti, Digambar Mitra and Ramaprosad Roy. Krisnanath contributed Rs. 3,000 to the Hare Testimonial Fund. The Friend of India

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<sup>9</sup>Bengal Sudder Board of Revenue Proceedings, of 8 September, 1841, Nos. 58 and 59.

reported that Ramgopal Ghosh issued a kind of manifesto to all the pupils and friends of David Hare to pay without any loss of time one month's pay for raising the statue in question. The sum thus collected was no doubt a decent one, but Ramgopal Ghosh with his characteristic liberality contributed about half a lakh of Rupees with which the statue was raised in 1847. Krisnanath was however instrumental in raising the tomb over the burial ground of David Hare on the southern side of the College Square tank, where it still exists.<sup>10</sup> Almost all the newspapers both in vernacular and English language commended the efforts made by the young Raja.

The re-organisation of his zemindary yielded better results. Even the old suit of Raja Harinath against the Jagat Seth was concluded favourably. A writ of attachment was issued by the Sheriff's office on 14 October, 1842 on the Jagat Seth.<sup>11</sup> As if to signify his all round success he was blessed with a daughter, called Laxmimani. He did not depend on the old midwife as was the custom of the family but entrusted the confinement to Dr. Raleigh who delivered the child in the Mirzapur House of the Raja where he was then living particularly because of child birth. Laxmimani was the first and the last child of the family to be delivered by a male English doctor. Never again did this happen.

In July, 1838, Krisnanath had his sister Gobindasundari (born 1826) who was then about 12 years old married to Nabinchandra Nandy of Mathrun village, within the 52 village society (Bahanna Gaon Samaj) in Burdwan as was the custom of the family. Krisnanath got for his sister the best groom available. She was a tall girl, rather dark in complexion. Nabinchandra who was about 20 years of age at this time (born in 1818) was perhaps the most handsome bachelor around. He was not only tall and fair but was also very strong. There were however problems. Nabinchandra's family were tenant farmers of the estates of Krisnanath. Though they owned more than 150 acres of fertile land, their status was nothing to match the Raja's family. Krisnanath met Nabinchandra and approved of the smart young man who was still rural in his bearings. He offered to reduce the rent of their tenancy to the

<sup>10</sup>Bholanath Chunder, *Op. Cit.* p 19-23.

Krishnath College Centenary Commemoration Volume, 1853-1953, *Op. Cit.*, p. 117-118.

Ramgopal Sanyal *Op. Cit.*, p 1-2.

Benoy Ghosh, *Samayik Patre Samaj*, Part III, p 213-214.

<sup>11</sup>Murshidabad Nizamat Records, 1834-1872, *Letters Issued*, Part I, p. 373.

minimum if the family would agree to the marriage. There was however another problem. Nabinchandra's mother, Kshudumani was born a beauty to poor parents, who were afraid that their daughter would be abducted by either Mughal officials or some other rich men. So they sold her to a well-to-do childless couple for a handful of *Kshud* or grain. Later she was married into the huge joint family of the Mathrun Nandys, which consisted of three brothers and innumerable cousins. This was a very belligerent family who knew the use of both sword and *lathi* (long sticks) and had the mad courage to encounter any adversary. Nobody wanted ever to challenge any of them even individually not to speak of facing their collective strength. They were however peaceful farmers when left alone, totally devoted Vaisnabs having the *Salagram shila* Sridhar as their family deity. First it was Kshudumani's progeny that raised eyebrows, then it was the reputation of the family as terrible roughnecks who were feared by the whole of the 52 village Society in Burdwan. Nabinchandra was the only son of the eldest brother. Krisnanath overruled all objections but at the same time made the condition that Nabinchandra will have to stay in the family house at Cossimbazar and never return to his village except occasionally to see his parents, but even then Gobindasundari would not be asked to accompany him during these visits. The groom's family after the marriage, would be permitted to come to Cossimbazar from time to time. Nabinchandra of course was no fool. As soon as the marriage was solemnised, he discovered Krisnanath's great love for Calcutta and the life there. He humbly submitted that the honour and the prestige of the Raja would be greatly enhanced if Nabinchandra was better educated in English. He pleaded that his wife might be given a house in Calcutta. The young Raja agreed to pay Rs. 15,000, for the purchase of a house.

Nabinchandra's first child, a daughter named Sarbasundari was born in December, 1843, at 37, Ramkanto Bose Street, which had been rented for Rs. 15 per month. Ultimately this house was purchased by Gobindasundari where all her eight children (3 sons and 5 daughters) were born. The eldest son Upendrachandra was born on 7 June, 1848, Jogendrachandra was born in 1856 and the youngest of his eight children Manindrachandra, destined to succeed to the estates was born in 1860. Nabinchandra had been however waiting for the Supreme Court decision on the settlement of the claims made by Gobindasundari, which was decreed on 29 June, 1843, giving her a monthly allowance of Rs. 250.

Krisnanath however plunged headlong into the most difficult period of his life which started with his breach with Digambar Mitra in January, 1843, who was then not only his Dewan but his chief adviser and friend. Though Digambar lived for many years he never disclosed the reason of their quarrel. Gorachand Mitra in his letter to the editor in *Desh* (weekly journal) of 19 April, 1980 had accused Digambar of being responsible for the death of Krisnanath a year later. This allegation however cannot be supported by facts though it is difficult to deny that had Digambar been at his side, Krisnanath could have been easily checked from committing the indiscretion for which he had to kill himself. Being of violent nature by constitution, he needed a friend with strong personality who could keep him under control. As none of the two friends ever explained why they parted company, the reasons are to be presumed in the events of the time. That this feud between the two friends was personal is proved by the fact that after the death of the Raja, as soon as his wife, asked for help, Digambar came to her aid. Not only did he give her advice but became personally involved in her affairs. He also loaned her the money that she needed from time to time. The reasons of the breach between Krisnanath and Digambar might be presumed in the tensions of administration which came to a climax, as Krisnanath was for ever pushing his favourites to the important positions, even if they were lazy and inefficient. Digambar must have bitterly fought the removal of Rajiblochan from Baharbund. He greatly disliked the increase of the influence of the Europeans, personified in John Herklots, Dr. Robert Young and Dr. George Macpherson, who were not only squeezing money out of the young Raja but also got themselves involved in the administration of the Estate. Digambar perhaps disliked most, the friendship of the Europeans with the Raja's personal man-servant Keshabchandra Sarkar, whom the Raja even allowed to meddle in the affairs of the Estate. Keshab who started his life as the cook's helper in 1842 getting Rs. 1-4-0 per month, soon became a junior servant to the Raja by catering to his licentiousness and enlarging his drinking habits. The disappearance of Digambar made the evil influence of Keshab all pervading. According to his own admission he was drawing Rs. 15 per month in October, 1844. Krisnanath on the other hand was certainly sore to know that Digambar was arranging to buy the entire property of Sutherland, which he felt should have come to him. He was probably more dissatisfied when Digambar moved closer to the Tagores, and to a more prominent place in the Calcutta society. To Krisnanath this could have meant a betrayal of



his trust. Under the circumstances it was impossible for them to be working together any more. Digambar with his superior intellect was aspiring for higher honours which did not escape the keen and sensitive Krisnanath. Digambar left his services from 1 January, 1843.

Krisnanath's belligerent mind was proved by the libel against *Rasaraj*. *Rasaraj* was a weekly journal edited by Gourisankar Bhattacharyya, who in his attempt to write satire and jokes often slid into defamatory and libellous writing. He had been convicted earlier also. Krisnanath brought a suit against him for the dishonourable writings against his wife and himself. Gourisankar on 17 January, 1843 was convicted and sentenced to be imprisoned for six months and to pay a fine of Rs. 500 and to enter into a recognizance in the sum of Rs. 1000 and to find two sureties in the sum of Rs. 500 each making it a condition not to publish any libel against the Raja for one year after the date of his imprisonment. The Chief Justice also took a recognizance from him of Rs. 5000 requiring him to appear before Court when summoned after the expiration of his term of imprisonment.<sup>10</sup>

The storm was also evident in estate management. A suit was filed in the Court of Appeal by Bhawaniprosad Roy, the late farmer of Baharbund demanding Rs. 96,827 as damages. He had been granted lease of the Pargana by the Court of Wards from 1242 to 1247, but when Krisnanath attained majority in 1246 he terminated the lease.<sup>11</sup> Other suits followed. The Maharaja of Coochbehar renewed his claim in regard to parts of Bhitarbund and Gayabari. The special Deputy Collector of Rungpore informed of two suits that were in progress; Government, plaintiff versus Raghunundan Banerji, Krisnanth Roy and others and Government plaintiff versus the Raja of Coochbehar, defendant and Raja Krisnanath Roy, Objector.<sup>12</sup> Anandamoyee Debya, styling herself as the zemindar of Bhitarbund appealed to the Company to register her name in place of Krisnanath, alleging that she was the rightful owner of the area. During the confusion which arose after the Raja had committed suicide she partially succeeded in her endeavour.<sup>13</sup> The Lakheraj or rent free lands were declared as Government property and wherever there

<sup>10</sup>Ramgopal Sanyal, *Op. Cit.*, p 167.

Brajendranath Bandopadhyaya, *Bangla Samayik Patra*, Vol. 1 pp. 63-66. Benoy Ghosh, *Samayik Patre Banglar Samajchitra*, Vol. III, p 135-136.

Krishnath College Centenary Commemoration Volume, 1853-1953, *Op. Cit.*, p. 118.

<sup>11</sup>Bengal Sudder Board of Revenue Proceedings of 8 September, 1843, No. 47.

<sup>12</sup>*Ibid.*, of 15 December, 1843, No. 21.

<sup>13</sup>*Ibid.*, of 26 April, 1844, No. 24.

was not an accredited owner, they were acquired by the Government. The Treasury accounts of the Collector of Murshidabad show that the Lakheraj lands which came into the hands of the Government were leased out to Europeans,<sup>14</sup> causing discontent among the local zemindars. In fact it is interesting to find so many European zemindars at this time. (European zemindars of this time can surely produce an interesting research paper, even a book perhaps, if it is traced where they came from and what ultimately happened to them).

Several allegations and demands for money were made against Krisnanath. Abedulla wrote to the Agent of the Governor-General on 26 March, 1844, that he had left the services of the Raja of Cossimbazar and was free to fill the vacancy of Guardianship of the wards of the late Nawab Thawar Jung. William Morley, wrote on 30 September, 1844, that he was brought from Calcutta by Raja Krisnanath but had been dismissed from service after 14 months for the alleged stealing of a music box. He wanted his salary and damages.<sup>15</sup> These were no doubt Krisnanath's attempt to fill the vacancy left by Digambar, none however proved to be even a quarter as good as the original.

The last year and a half was the most enigmatic in the life of Krisnanath. He asked his attorney Strettell to modify his first Will, which he had signed in 1841 and then wrote a new one (his third) signing it the day before committing suicide. Strettell deposed in the Supreme Court after the Raja's death, that the second Will was drafted by him and signed by the Raja in his presence in his Mirzapur house sometime in 1843. This Will was never found. The third Will was witnessed by Strettell on 30 October, 1844. During this last year and a half Raja Krisnanath came fully under the influence of his personal servant Keshab, who was perhaps younger to him in age. The writing of the first Will in 1841 can perhaps be said to have been his premonition of an early death. His Will of 1844 was a sad comment on his own life. 'After my decease', wrote Krisnanath, 'the expenses attending my first Sradh ceremony shall not exceed twelve thousand Rupees.' He wrote about his son who was never born, 'The whole of the said (entire) property..... shall be under the Court of Wards as long as my son shall continue a minor, that is not attain his full age, from the produce of which (the estate) sixty thousand Rupees and no more shall be allowed annually for

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<sup>14</sup>Ibid.

<sup>15</sup>Murshidabad Nizamat Records, 1807-1855 Part II, Letters Received, pp. 473-474. and 565-566.

the expenses of my family besides the charges of education of my son, . . . . . and when my son shall have become of age . . . . . completed his eighteenth year, they (the Court of Wards) will give him the whole of the zemindari . . . . . but shall on no account give him the cash which is accumulated after defraying the expenses during his minority, until he shall have attained his twentyfifth year, because that in the age of eighteen, a person is not in possession of his full understanding and steadiness of mind.'<sup>16</sup> Perhaps the young Raja who was 22 years of age at the time, was commenting on himself.

The year 1844 began with bad news. The income of the zemindari had fallen. Krisnanath had removed all Digambar's men from the important positions in the different parts of the estate, replacing them by new people. He even proposed to let out the different mehals in *pattani* (annual lease). The fault in management now became evident as a result of which the collection of rents became very low. Digambar had divided the estate into 75 mehals or collecting units, grouping them geographically under able officers, who supervised the mehals under him, a group of such officers were superintended by a senior officer, who was directly responsible to the Manager or Dewan of the estate. Thus with the help of a dozen able senior officers, Digambar easily improved the collection. Now when these senior officers were relegated to unimportant positions, there was confusion all around. The zemindaran ledger of 1844 shows the sorry state of the accounts, the writing of which was stopped with the death of the Raja.<sup>17</sup> The personal expenses of the Raja has been shown to be only Rs. 25,750. Besides the several usual departments many new ones were invented, like the Dog department, the Animal department where he kept and tried to train monkeys, Tiger department with its three tigers and departments for the Bakhri (goat), the Bheri (lamb), as well as the stable, the cow house and the Philkhana (elephant department). The usual departments, like the Bhandarkhana (store), Toshakhana (valuables), Farashkhana (household equipments including beddings), Imaratkhana (building), Daphtarkhana (Secretariat), Chhapakhana (press), Darjikhana (tailor shop), Bagicha (garden) Nao (boats) and palki (palanquin), were there too. The Daoikhana (Dispensary) was a matter of great interest to him<sup>18</sup> He also created

<sup>16</sup>Bengal Sudder Board of Revenue, Misc. Proceedings of January, 1845, No. 13, Range 86, Vol. 37. The Will of Raja Krisnanath, Paragraphs 1 and 8.

<sup>17</sup>Zemindaran Ledger of 1844, consisted of 365 pages and dates from January to December but there is no entry after 31 October.

<sup>18</sup>Ibid.

Selekhana (gunpowder department for fire arms). His financial position grew unsteady as he had to deposit about 8 lakhs of Rupees to the Supreme Court for the maintenance and residential grants to his grandmother, mother and sister in 1843.

He was drinking rather heavily. One bill of B. Smyth & Co. dated 25 July, 1844 reads as follows :—

1844

January	20	— 2 Bottles Extra old Brandy	Rs.	3-0-0
April	13	— 2 Dozens finest whisky	,,	48-0-0
,,		— 1 case for ditto. ditto	,,	2-0-0
,,	19	— 12 Dozens qts Bass's newly bottled pale Ale	,,	66-0-0
,,		— 6 Doz. pints finest white sparkling Champagne	,,	150-0-0
,,		— 1 Doz. Schedm Geneva	,,	20-0-0
,,		— 2 half chests of Beer	,,	4-0-0
,,		— 1 qr chest for Champagne	,,	1-8-0
,,		— Hackery & coolie charges	,,	1-0-0
June	20	— 4 half chests 24 doz Allsopp's newly bottled pale Ale	,,	132-0-0
,,		— 1 case 4 doz. finest whiskey	,,	96-0-0
,,		— 4 half chests of Beer	,,	8-0-0
,,		— 1 case for whiskey	,,	1-8-0
,,		— Hackery & Collie charges	,,	2-0-0
				<hr/> Rs. 535-0-0

He took his wife to Calcutta, where the English doctor confirmed the second pregnancy of Swarnamoyee. The cash book reports that 'Maharani Thakurani' returned alone from Calcutta on 2 April (p. 88). A few days later on 2 May Kartarani (the grandmother) returned from Puri. Krisnanath himself came back from the city to his Banjetia House a fortnight later. He deputed John Herklots and Dr. Robert Young to go around his Estate and to suggest measures for the improvement of the collection.

Krisnanath did not have any reliable adviser around him. J. C. C. Sutherland expired on 1 June, 1844 at the comparative young age of 51.<sup>19</sup>

<sup>19</sup>The correspondence of Lord William Bentinck, ed. C. H. Philips, Cambridge, 1977, ii, 1239, 1268. Professor P. J. Marshall very kindly sending me the news about Sutherland commented, 'Your family had clearly hitched themselves to a major figure. He had in fact joined the East India Company's service as a writer in 1806 but resigned at some point and went into private business notably serving with Alexander & Co. But Government evidently still valued his services and appointed him to serve on Commissions : The Law Commission from 1839 to 1844 and from 1823 The General Committee of Public Instructions. He was one of the original members of this very important body for managing the Government's grant towards education. In 1834 on the direct instructions of Lord William Bentinck, he was chosen secretary to the Committee'. (Letter of 3 June, 1981.)

He died in the Shalimar, the property of Krisnanath, in Sibpur, Howrah where he had been living. On 3 July, Mrs. Sutherland wrote him a letter, 'Rajah Kristonath Roy Bahadur, Sir, I have been duly favoured with your note of 21 March last, for which I beg to offer many thanks, for your consideration on my behalf. I should have acknowledged your note long ere this, but daily expected to have the pleasure of seeing you at the Presidency. I now deeply regret that this was not the case, for I am under the necessity of bringing to your notice, the ill-treatment I am subject to from your menial baboo Trachand, to whom your premises Shalimar were made over to, on the death of Mr. Sutherland since that sad event, I have no way interfered with the garden. I merely reside in the house with your permission and drive through the grounds. However this man Trachand has adopted every mode of annoying me. I need not comment on his ingratitude as you are well aware of Mr. Sutherland's kindness to him, even prevailed with you to retain him in your service. This ill disposition to me originated through my stating that I did not wish him to remove my property from Shalimar until your arrival. This he took offence at. But I stated the same to Col. Grastin, who evidenced no disposition to dispute my right to return the property. Sutherland's direction to me was in the event of his death, that you to retain on the premises whatever you chose and what you did not require was to be disposed of. When the sale for the estate took place you were not here. I therefore sent Col. Grastin, Mr. Strettell and Trachand to Shalimar and desired that whatever cattle were worth keeping that they were not to be removed. Neither has any of the article here been sold. I assure you that was the property double its value, I would not dispute with one, who (sic) the late Mr. Sutherland looked upon in the light of a son, notwithstanding your elevated position in life. It was his expressed wish to me that in the event of his death, I should seek your protection for the short time my affairs would oblige me to remain in this country, that he had every confidence in your kindness to me is well known to many native gentlemen, your mutual friends. A kind friend of mine Baboo Suttachurn Ghoshal (*Satyacharan Ghoshal of Bhukailash*) advised me to write to you on the matter, saying he was satisfied, you were not aware of your servant's behaviour to me. This I make no doubt of from what Sutherland told me of your gentlemanly demeanure (sic) and your sense of politeness and knowledge of what is due to a (sic) European lady. Should it be your pleasure that I would leave the house, I will do so of course and dispose of the property, as you may direct by letter. But I will hold no communication either personal or

by letter with Trachand.'<sup>20</sup> The conclusion of the matter was rather sordid. Col. E. Grastin in his letter of 10 September, 1844 demanded a large sum of money that he alleged, Krisnanath owed Sutherland. He explained that this was the sum which Sutherland incurred in repairing the house and making it fit for the living of an European gentleman. If the cost was rather high it was because the natives entrusted to the work cheated Sutherland'. The latter portion of the letter is not only preposterous but insulting as well. Grastin wrote, 'You are, I know at this moment in possession of ample funds, but even if this was not the the case, with your large estates you could find no difficulty for its payment.' He also threatened, 'You are aware that many documents regarding your property are in my possession, in your settling this claim, I shall be much happy to give them up to you or those who are opposed to you. They are of much future value than the sum you are indebted to Mr. Sutherland which altho' parts may not be allowed in a Court of Law, as being higher than the (half a line illegible) shall uphold of proof for the justice to function. But I think it will be unnecessary for me to have recourse to any other incentive than appealing to your honour to discharge this debt.'<sup>21</sup> Grastin persisted in his claim for full payment and the demand ultimately had to be faced by the Raja's widow.

Krisnanath tried to communicate with Digambar and perhaps if the latter would have come to him, make him his Dewan again. He was too proud to approach him directly so he asked a close friend of his to get in touch with him. Nabinchandra Mitra wrote on 15 August, 1844, 'The account you give of the crops is certainly very sad and disturbing. The prospect of Calcutta is dismal too.....As for Degumbur Babu, I do not know what has become of him. To me he is no longer the same kind being as he once was. He even condescends not to write a line in regard to the students who are going to England. I am sorry I do not know their names. I believe Prosunno Cumar Mitter is one of the number (sic.)'<sup>22</sup> He again wrote to Krisnanath about Digambar on the 7th September, 1844. 'Friendship between men in unequal circumstances, between rich and poor are like the union between gold and mercury or any earth are not lasting. Whenever you heat them or try them by their proper tests, they separate, D Babu and Ram G (*presumably Digambar Mitra and the philanthropist Ramgopal Ghosh*) have behaved the same with me.' Did he

<sup>20</sup>Letter of Mrs. Sutherland to Raja Kristonath Roy Bahadur dated 3 July, 1844.

<sup>21</sup>Letter of Col. E. Grastin to Raja Kristonath Roy, dated 10 September, 1844.

<sup>22</sup>Letter of Nabinchandra Mitra to Raja Krisnanath, dated 15 August, 1844.

not realise that his friend was a rich man too! Nabinchandra Mitra also informed in the same letter, 'I hear that Degumbur Babu is here. He did not inform me of his arrival here. I thought my presence would not be agreeable to him so I did not call him.'<sup>23</sup> It is from the letters of Nabinchandra that some information about Krisnanath's interest in books can be had. He asked to be sent Grant's Outline of Comparative Anatomy, British Drama and Hoblyn's Manual of Chemistry. There is some contemporary information about Calcutta also. These five letters were written between 15 August and 8 September, 1844. The books, at least the Anatomy book was collected from the British Library and the British Drama was collected from Thakers & Company at the cost of Rs. 62 on 12 Aswin, 1251 (28 or 29 September, 1844).<sup>24</sup>

Having failed to have any response from Digambar, Krisnanath opened communications with several Europeans of whom he favoured C. D. Russell who had done some odd jobs for him in the past. In the several letters that Russell wrote to Krisnanath, he agreed to take up any situation that was entrusted to him. Of course it is open to debate whether this meant that he agreed to be the Manager of his estate or to do odd jobs as his agent, like attending the auctions for horses, exercising his sick dogs which were in Calcutta or selling some of his old horses at the best price available. Krisnanath requested Hamilton & Co. and others to import from England diamond rings for him, a pair of golden bracelets with elastic clasps (Rs. 750) for his wife and English garden seeds, the latter he donated to the Berhampore branch of the Agri-Horticulture Society, the Secretary of which J. N. Brown thanked him profusely on 29 August, 1844.<sup>25</sup>

There are thirtyfive books of accounts relating to the majority of Krisnanath. They include cash books and ledgers from 1247 (1840-41)

<sup>23</sup>Letter of Nabinchandra Mitra to Raja Krisnanath Bahadur dated 7 September, 1844.

<sup>24</sup>Letters of Nabinchandra Mitra to Raja Kristnath, dated 19 August, 23 August, 7 September, 8 September, 1844 and a bill from Thakers and Company.

<sup>25</sup>Letters of C. D. Russell dated 30 August, 19 September etc., 1844 and a bill of Hamilton & Co., Letter of J. N. Brown of 29 August, 1844.

In his deposition before the Supreme Court (p 30) Charles Dupre Russell on being cross examined by Mr. Russell in the suit, East India Company-vs-Sreemutty Ranee Soornmoyee Dossee and C. G. Strettell; and Kissub Chunder Sircar-vs-the same defendants said 'I am Collector of Bhaugulpore but lately removed to Jessore. I was officiating Collector at Moorshedabad in 1842. I came to know the Rajah personally in 1843. I met him in Calcutta in 1844. I was living at Channymar (Shalimar) on the opposite side of the river. It was a house belonging to the Rajah.'

to 1251 (1844). Some of these have already been discussed. From January, 1842 a system of keeping monthly cash books were introduced which continued at least till April, 1844, which is the last of the monthly cash books. If it continued further the books of accounts are lost. The ledger of January to December, 1844 is of course a most important document. Twentyfive out of the thirtyfive books of accounts are the monthly cash books. These relate mostly to the zemindari collection and disbursements. Of the nine left, one is a cash book of Khajnakhana of 1840-41, six are khatians (ledgers) of different years (two of which cannot be opened) and two are cash books relating not to Krisnanath but to his grandmother Maharani Susharmoyee, who chose to live in 55, Darmahatta (lane) in Calcutta, setting up her own separate establishment from 1843. A list of the books of accounts is provided in the Appendices.

It will therefore be relevant to remark that Krisnanath's zemindari administration is fairly well reflected in these books of accounts. Even a cursory glance through the pages will show that Krisnanath was neither a good administrator nor a good organiser. His lack of control in himself caused frequent tensions. He had appointed J. D. Herklots as his Dewan sometime in 1843 in whose name not only very large sums of money had been advanced but also apparently fictitious expenses recorded. For example on 28 March, 1843, Herklots has been paid for supplying horsegram Rs. 2000, for labour charge of Nengribibi's house Rs. 2000, for buying wood Rs. 2000 and for buying a boat and a pinnacle Rs. 8000. None of the advances were ever recovered or bills adjusted. Throughout the cash books Herklots receives such payments. The books of accounts are badly written in cheap paper with no attempt made to treat the paper with preservatives, as was the custom of the house. It seems evident that the master was not interested in the cash books, he never looked into them or checked what was being written. The Dewan may also be charged with negligence. There are overwriting and the corrected additions are sometimes wrong. If the cash books of Krisnanath of the period, are compared with his grandmother Maharani Susharmoyee's cash books, the difference between the two will be glaring. Krisnanath's are almost equal to the lack of tranquility and confusion in his mind. Susharmoyee's account books are properly written, the balance drawn with every item legible and understandable, written on good paper properly treated with preservatives according to the ancient prescription. The turmoil of his mind can be felt in the rotten condition of Krisnanath's books of accounts, while his grandmother's of the same period demonstrated



peaceful organisation. By 1844 Krisnanath had 53 hounds in his Bisnupur dog-house and at least 35 horses in Cossimbazar and Banjetia, each of which had a name, a number, a *sais* (groom) and a grass-cutter (the 15 horses in Calcutta were besides these). He paid bills to Hamilton & Co. of Rs. 11,000 on 16 November, 1842 and this was the payment of old bills only. The Raja had a running account with the Company. His liberality towards his friends can always be found in his books of accounts. He paid Mr. Lambrick the total amount of Rs. 4070 in 1841 and to Mr. Sutherland Rs. 44,150 the same year.

As time went by his 'shikars' (hunting parties) became more expensive and soon however they became drinking parties which lasted even after the Raja's return to Banjetia where it was alleged that licentiousness was indulged into. The person to gain from all this was the Raja's servant Keshab *Khansama* who became the hot favourite. Though he started his life as the cook's helper in 1842, but by mid-1843, he was considered to be an important personality by none other but the two European friends of the Raja, John Herklots and Dr. Robert Young. The conspiracy that ensued had been laid open by the learned counsel for Rani Swarnamoyee in the Supreme Court in detail and upheld in the full bench judgment delivered by the Chief Justice Sir Lawrence Peel on 28 February, 1847. (See the full judgement in the Appendices). It was proved that there existed a conspiracy according to which, if Keshab Sarkar succeeded in establishing himself as the chief legatee of the Raja, the money, estates, jewellery and other effects he received would be divided between Herklotts, Dr. Young and himself at the rate of 5/16th, 5/16th and 6/16th respectively. It was Herklots who paid the money for the suit in the name of a young sailor drawing Rs. 150 per month, Mr. Laing, who was also the brother-in-law of Herklots. The Rani's counsel Mr. Clarke said, 'It was a wicked and guilty conspiracy, of which it is vain to say that Kissubchunder and his two associates did not know the nature. If they formed the compact in innocence how came it, the name of Mr. Laing, who in point of fact possessed no kind of interest in the transaction, should appear, according to the acknowledgement of Dr. Young himself, as contracting party to the agreement, instead of those of Dr. Young and Mr. Herklots, who were alone to assist with purse and evidence in propping up Kissubchunder's claim?'<sup>26</sup> |

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<sup>26</sup>Summing up by Clarke, the counsel of Rani Swarnamoyee in the suits.

(1) The East India Company-vs-Sreemutty Ranee Sarnmoyee and C. G. Strettell.

(2) Kissubchunder Sircar-vs-Sreemutty Ranee Soornomoyee and C. G. Strettell.

This heinous conspiracy never came to the surface before the death of Krisnanath by suicide. His weak mind and dependence on the lowly Keshab brought his ruin. His mother Rani Harasundari deposed in a later suit which was also tried at the Supreme Court that even when she was making arrangements to save him by bringing expert legal advice, he fell under the influence of the lowly servant and shot himself. Gopal Behara was a servant to the Raja, who was not only much senior to Keshab, but disliked him intensely. Around the 15 September, 1844, a box of jewels was stolen from the Raja's room. The Raja, led by Keshab, apprehended Gopal, who was beaten by the guards but no confession came forth nor was there any sign of the jewels. It was Keshab again who brought the verbal order of torture from the Raja and a bamboo was introduced in his fundament.<sup>27</sup> This was brought to the notice of Mr. Bell, the Magistrate who took cognizance of the criminal act and instituted a suit against the Raja, issuing orders for his arrest. As the Raja did not surrender, the Deputy Magistrate Chandramohan Chatterjee (a nephew of Prince Dwarkanath and Prasanna Coomar Tagore) went to Cossimbazar where he hid amongst the women (incidentally only his wife and daughter were there, both the mother and the grandmother were away). Dr. Young was able to explain to the Raja the consequence of his stubbornness, when the Raja surrendered. He drove in his own carriage to the Magistrate's bungalow and was allowed to stay in one of his own houses in Berhampore, in virtual arrest for 3 or 4 days, releasing himself on a bail of Rs. 50,000 in bank notes.<sup>28</sup> He did not return to Cossimbazar but stayed in Banjetia.

Rani Harasundari, wrote with great concern from Calcutta. Her first letter is dated 12 Aswin (28-30 Sept.), her second letter though written on 22 Aswin bears the Calcutta postmark of 7 October and her third letter of 23 Aswin bears the postmark of 5 October, 1844. Her officer, the ancient Ramdhon Sharma, addressed a separate letter to Mathuranath Bandopadhaya, the deputy dewan (who being younger than Ramdhon has been addressed as *bhaya* meaning young brother), expressing their concern about the suit and the ugly charges against the Raja,<sup>29</sup> while the person involved, Gopal Dafadar, was removed to the hospital.

<sup>27</sup>Deposition of Chandramohan Chatterjee in the Supreme Court suits referred to above; See pamphlet p 31-32

<sup>28</sup>Ibid.

<sup>29</sup>Letters of Rani Harasundari to Raja Krishnanath of 12, 22 and 23 Aswin, 1251 and the letter of Ramdhon Sharma to Mathuranath Banerjee of 12 Aswin, 1251.

Among the Europeans C. D. Russell was the first to write to Krisnanath on 24 September, 1844, commenting that how could the Magistrate implicate him in such a trivial affair. He wrote again on 1 October, 'I heard from Young with deep regret of the shameful case some rascals had got up against you and the treatment you had been subjected to in consequence. I trust however all is now settled and that you are free from all anxiety and annoyance'.<sup>30</sup> Dr. Young suggested the payment of Rs. 1000 to the judge. The ledger of the period records a payment of Rs. 500 to the Peshkar of the District Judge. Young wrote on 5 October, 1844, 'We shall soon get the business done. The Judge does not go until 10th or 11th. I spoke to him about the durcast (darkhast—petition) and I think he will give your order today if he goes to the cutcherry'.<sup>31</sup> Soon however both the conspirators were in Calcutta. Dr. Young came to town on the 7th or 8th October with Herklots following soon after. Keshab treated the nervous young Raja with opium, hemp, champagne, wine, spirits and beer driving him almost insane with fear.<sup>32</sup> He now lost all control on himself, falling an easy prey to Keshab's designs.

It was therefore from the 10th of October that Krisnanath was in despair. By constitution weak minded, now driven to desperation by fear and apprehension, he could not have been in full control of his senses. Labouring under great mental anxiety, his expressions were incoherent and his movements uncertain. He left Berhampore against the order of the Magistrate as he could no longer bear the tension and uncertainty, thus committing a second act of criminality by jumping bail. The impetuosity of his character created enormous difficulty for himself as he was totally without any restraint.

The Magistrate issued a warrant of arrest when he came to know that the Raja had fled to Calcutta and required that he might be put in chains and handed over *thana* (police station) to *thana*, so that he could not escape, through the districts of Hooghly, Nadia and Murshidabad. As the procedure of sending such an order required the concurrence of the other districts, the request for the extradition of the Raja did not reach the Calcutta police till the 30 October, 1844.

<sup>30</sup>Letters of C. D. Russell to the Raja of 24 September and 1st October, 1844.

<sup>31</sup>Letter of Dr. Robert Young to Raja Krisnanath of 5 October 1844 and the ledger of 1844.

<sup>32</sup>Booklet on the Proceedings of the Supreme Court in the suits E. I. Co. -vs-Sreemutty Rancee Soornamoye and C. G. Strettell and Kesubchunder Sircar-vs-Rancee Soornomoye and deposition and cross examination of C. G. Strettell, p 10-26.

Strettell his attorney replied to the cross examinations at the Supreme Court, 'I am an attorney in this court, the oldest on the roll, I believe. I was very well acquainted with Raja Kistennauth Roy, and was his confidential attorney for a long time. I had known him from his infancy. .... I believe that the only person in India that had the slightest control or restraint upon the Raja, was myself. ... He consulted me in every matter. I may remark that in the making of the Will of 1840, it was suggested to him to endow a College in Banjettya for educational purposes. This was in case any sons he might have, or the six adopted sons should die. The suggestion was not made by Mr. Sutherland. It was made by myself. .... The Rajah ate and drank in the European style. I had seen him very frequently take a large quantity of wine, but I never saw him intoxicated. His constitution was good. .... When he came down from Banjettya to Calcutta, I was apprised of his arrival, the very same night, by a servant of his. This was in October, '44. From that time to the time of his death, I considered he was labouring under very great mental anxiety. He was labouring under excessive fear. .... I never saw any person in such a state of anxiety and fear as the Rajah on the 30th. In fact at that time he could hold conversation with no person. At 6 A.M. the following morning his anxiety, at least his appearance of fear was much greater. He was precisely in the same state at 9 O'clock that morning.' Strettell in his cross examination revealed the character of the Raja. When Rani Swarnamoyee was confined for the first time in the Mirzapore house of the Raja in 1842 she was attended on that occasion by Dr. Raleigh and gave birth to a daughter. Strettell said, 'I found the Rajah sitting upon his couch with a hunting whip by his side. He expressed great disappointment and great anger towards his wife. He stated his determination to flog her to death for not having produced a son.' Strettell reported that he found the child in an empty room lying on the bare floor. Krisnanath would not let her mother see her or suckle her and even forbade Strettell to send a wet-nurse. On the attorney's determined warning that if the girl died he would be charged with murder and that Strettell would have to be a witness against him, that he allowed the European wet-nurse provided by Dr. Raleigh to take care of the child.<sup>33</sup>

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\*She was named Laxmimani and died at Cossimbazar on 24 October, 1850. As she dressed like a boy, she was called Laxmibabu as soon as she was able to walk.

<sup>33</sup>Strettell's deposition., Op. Cit. pp 10-16.

The most revealing exposition made by Strettell also explains why Digambar Mitra never came to the aid of Krisnanath and refused to meet him or respond to his appeal, even on the day of his suicide, which put the Raja in a very bad humour. Strettell said, 'On another occasion he sent for me to see him shoot Degumber Mitter. When I came to his house, he was in the garden. Degumbur was expected to be there in a short time; but I sent a message to him forbidding him to come.' Though he was once attached to Digambar\* he grew particularly sore when he left him.

The incidents leading to the death of Krisnanath on the 31 October, 1844, are also known from Strettell's statement. He presumed that the Rajah had heard of the death of Gopal Dafadar between 3 and 4 in the evening of the 30 October. The next day he had been to see him early in the morning. 'After 6 O'clock in the morning of the 31st October, the day of his death, my next interview with him was at nine O'clock in the same day, at the same place. I had met Dr. Young and Mr. Herklots at Baboo Prosunna Comar Tagore's and they accompanied me to the Raja.....On this occasion no one was present within hearing besides myself and those two gentlemen.' The Raja was disappointed to know that Prasannakumar, being an officer of the Government had declined to give any advice. He was in a state of extreme anxiety and fear and was anxious to get away from the house, requesting each of the three Europeans to hide him in their house. Each of them declined. Strettell came back to the Rajbari at about 3-30 P.M. accompanied by Herklots, when he came to know that the warrant to arrest the Raja was on the way. 'Mr. Herklots and I proceeded towards him by the terrace, and when we came to a sloping, wooden sun-shed on the terrace ....The Raja.... ran out....several of his people were with him in the room from which he ran out. He addressed me in a state of great anxiety, saying, "What news ?—what am I to do ?" These I think were the words he made use of. Mr. Herklots told him that a warrant was out and that he must immediately accompany me. Upon this he said, "Very well, I am ready." It was agreed that Strettell would hide the Raja somewhere, but would

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\*Digambar Mitra rose in life establishing the zemindari of the Jhamapukur Raj family which later branched off to Shyampukur Raj family. He became the Assistant Secretary to the British Indian Association in 1851, then its Secretary in 1859 and President in 1863. He attained fame in public life being installed as Raja Digambar Mitra (1876) and becoming the first native sheriff of Calcutta in 1875. In 1864 he became a member of the Bengal Legislative Council. He died on 20 April, 1879. He also served as the Secretary to Shyambazar Anglo Vernacular School for quite some time, and particularly when Krishnanath's nephew and successor Manindrachandra was a student there.

\*\*Ibid.

let nobody know the address, not even Herklots. The Raja said that he had plenty of bank notes on him but only about 6 to 8 Rupees. Strettell remarked that would be enough. He ran back saying, "I'll be with you in a minute." But he did not return. In place of him came Keshab Sarkar who stood at the door watching the Europeans. After some time when the Raja had not returned and the Europeans observed great agitation among the servants, Strettell went to the southern part of the house at some distance and saw a servant of the Rani named Sreenath, 'I took him by the arm, and told him to go in search of the Rajah. He returned crying and said, "The Rajah is dead; he has shot himself." Upon this I ran up to the room where the Rajah was, and there found he was dead. He was in a sitting position with a double-barrelled gun resting upon his shoulder, with one barrel discharged. That barrel had been loaded with ball. The barrel of the gun appeared to have been placed against the corner of his eye and the crown of his head was blown away. The room in which he lay was an upper room, on the north-west angle of the house.'<sup>35</sup>

The Will of Krisnanath, that was signed on the 30 October, 1844 making his servant Keshab Sarkar the major beneficiary also prevented his wife from adopting a child, was challenged in the Supreme Court and considered invalid three years later. Similarly, the three Codicils alleged to have been signed by the Raja that were found several days later from the same room where he committed suicide, were challenged and set aside.<sup>36</sup>

The Chief Justice who interrupted the proceedings during the cross examination of Dr. Young, said that he thought it proper that the witness should be cautioned against making any disclosures which might be eventually used against him personally.<sup>37</sup> In delivering the unanimous full bench verdict the Chief Justice drew reference to cases judged in the Privy Council and other courts in the United Kingdom. The verdict stated that the Raja did not have the testamentary disposition to write out a Will which was inconsistent with the Wills made by him previously.<sup>38</sup>

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<sup>35</sup>Ibid., p 10-14.

<sup>36</sup>Ibid., pp 44-60.

<sup>37</sup>Ibid., p 20.

<sup>38</sup>Ibid., pp. 52-60

The verdict did not satisfy the conspirators. Dr. Robert Young proceeded to criticise the verdict of the Chief Justice in a letter to the *Englishman* on 1 March, 1847.<sup>39</sup> He even got an editorial comment written in his favour on 2 March, 1847, printing extracts from the proceedings in a pamphlet in which he tried to enlist the sympathy of the Government and the public for the harsh remarks made by the Chief Justice against him. He called the pamphlet an appeal to the people.<sup>40</sup>

The direct line of Cantoo Baboo thus became extinct on 31 October, 1844, in the fourth generation. From the wise and cautious builder of the fortunes the family had degenerated into a licentious drunkard who could scarce control his temper not to speak of his fortune, yet the industry of the founder had been such, his intellectual structure of inbuilt safety so strong that all the extravagance of the fourth generation could only dent it a little. One shudders at the way Krisnanath ordered Dr. Young to go to England and bring for him English horses, dogs, cows and furniture, which could have ruined the Estates had he lived longer. His recent passion was for English servants. He had already acquired three, one as a coachman, one in the press and one as the chief gardener. He ordered Dr. Young to bring as many European servants as possible for him.

Krisnanath is an example of how the good intentions of imparting English language and culture misfire. His is the case of a supreme state of indigestion when everything went wrong and the superfluity of the situation took the place of the fundamental, as the core was neglected for the flashy outward veneer.

Krisnanath's only claim to fame is for something he could not do. He did not really know the meaning of a University, yet he left most of his property for creating one, that would be dedicated to his name and be situated in Banjetia. As the East India Company were entrusted with the formation of 'Raja Christonauth's University of Banjetia', they also joined in, as contending parties in the suit of the Will. Soon however they saw through the whole thing and realised that they had no claim to the properties.

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<sup>39</sup>Ibid., pp. 60-63.

<sup>40</sup>Ibid., pp. 63-64.

Krisnanath was perhaps the first Indian to think about the establishment of a University with a medical college and hospital in a mufussil town of Bengal in 1842, when there was no contemplation of having a University anywhere in what later became the British India. Perhaps the only redeeming feature in his otherwise insular life was this conception, when he looked up into the sky and envisaged the largeness of the world and its beauty.



## CHAPTER IX

### MAHARANI SWARNAMOYEE

#### THE PROBLEMS OF SUCCESSION

And so we come to the biography of Maharani Swarnamoyee. This is the tale of an illiterate girl who came from a backward village in Burdwan, was married to Kumar Krisnanath at the age of eleven, bore him a child at the age of fourteen, then another posthumously at seventeen, being widowed at the age of sixteen. By her strong will, industry and perserverance she learned four languages in equal number of years while still in her teens becoming proficient in Bengali but also having working knowledge in English, Persian and Sanskrit. She learned about the Zemindari system and how to run it from the old Dewan first, then travelled through the length and breadth of her zemindari to see for herself how things worked. Yet she observed the *purdah* in the strictest sense of the term, that is, she never came before the people but carried her work from behind the screen. Her *prajas* felt her presence, sometimes heard her voice and were totally devoted to her. At the time of natural calamity like the flood, draught or cyclone, her helping hand and relief measures were for ever present, even before the distress signals were sent out. The administrators of the East India Company and later the British Imperial Government repeatedly expressed their astonishment at the organisational ability of this lady, who spent her whole life in the *Zenana*. Her efficiency could be measured in material terms also. She almost doubled the income of the Cossimbazar Raj Estate and increased the potential and actual value of the properties by careful settlement. She had the will to succeed in every sphere of activity and her glorious career will show that she was for ever victorious. Even the East India Company recognised her expertise in managing the suits in the Supreme Court when she was merely a girl of eighteen, and left them, in their joint involvement, to her absolute charge.

Social reform, education and emancipation of women were her greatest concerns. She advanced money to the great Vidyasagar in his long and laborious projects of educating women. She sponsored the Hindu Mahila Bidyalaya on 18 November, 1873 established by Annette

Beveridge (Miss A. Akroyd) and when Keshabchandra Sen left the organisation, she ran it all by herself. She allowed an English School for girls to be established in her Mirzapur dwelling house, which later became the now renowned Victoria Institution. She was instrumental in establishing through the Government, nursing schools for native ladies and hospitals for mothers in Calcutta, following it up with her munificence. She helped the cause for the emancipation of women in the United States of America, where she sent money for the publication of pamphlets and books on the the subject.

Education was the primary motive of her charities. She took over the management of Berhampore College, when the Government decided to close its doors and ran it herself taking charge of all the expenses. Colleges, schools and hostels were built in various parts of her zemindari. Swarnamoyee Hostels were donated to the Calcutta University, Calcutta Medical College, Dufferin Victoria Hospital and to the Colleges at Rangpur, Dacca and Chittagong.

Her kindness and munificence became a household word in Bengal. Distresses in any other part of the country always found her helping hand to be extended to the destitutes. Why only in India, the great Irish famine saw the Maharani regularly sending money for their relief. She went further still during the great depression in the United States of America helping by the donation of money and clothings, both in 1880.

When she was invested with the title of "Maharani", Kishorichand Mitra was present at the function held in the Cossimbazar Palace. "On August 20th, 1872, the Lieutenant Governor paid the Maharani a visit at Kasimbazar. The Maharani was seated behind the *purdah*.....His Honour thanked the Maharani for her munificence; and complimented her by calling her 'the best female subject of the Queen in Bengal Presidency'. The Maharani disclaimed all merit and declared in all humility that "her charities were dictated by her sense of duty to her fellow beings rather than by desire of fame." Earlier Kishorichand writes about her, "But the charity of Maharani Sarnamoyee has been grandly catholic, unchallenged by any unworthy motives, rising above distinctions of creed and colour and benefiting all nationals alike. It recognises the principle that a man as a man has a claim to the humane assistance of those who are able to afford it. The infinity of her donations attests the truth of our remarks. They are not confined to orthodox charities. Educa-

tional institutions conducted both by laymen and missionaries have largely benefited by her aid and countenance.”<sup>1</sup> Six years later almost to the day she was invested with the highest honour that could be given to a British female subject. On 14 August, 1878 she received the honour of becoming a Member of the Imperial Crown of India (M.O.I.C.I. or in short C.I.).

Popular imagination compared her with the legendary Rani Bhawani. They considered that her charities and donations which were sent to the needy families, were perhaps done in the same way as Rani Bhawani had distributed her charities. But they knew nothing about Rani Bhawani, as a result of which Rani Bhawani in the stories and novels and in people’s imagination was created a—fresh on the basis provided by Swarnamoyee, perhaps a little over romanticised with hyperbole to keep the distance with the flesh and blood model. To praise the charities of Swarnamoyee they involved the fictitious Rani Bhawani, to say that Swarnamoyee resembled her activities.

Modern researches however prove that the historical Rani Bhawani could not hold a candle to the person, who was generally compared to her. She was a bad manager of her Zemindari reducing the flourishing income of 62 lakhs per annum when she succeeded, to a mere Rs 22 lakhs when she died, relegating Nator to a third rate estate. On the other hand Swarnamoyee, who was widowed at the age of 16 (Rani Bhawani at the age of 26) travelled throughout the length and breadth of her zemindari and succeeded in almost doubling the total income of the Cossimbazar Raj Estate which reached the annual income of 30 lakhs. Her development projects increased the real value of the properties many times over. Rani Bhawani was always in want of money, not being able to pay her revenue in time, Swarnamoyee was always organised, her revenue was never delayed sometimes even paid a little earlier than usual. In reality there can be no comparison between the two ladies who were born a hundred years apart, Bhawani in 1725 and Swarnamoyee in 1827. The situation of the country and the opportunities to do good to the people were vastly different. Yet it was the charities of Swarnamoyee that brought back the spectre of Bhawani and in the romantic tales about her that were written, Swarnamoyee was being praised under the cover of Bhawani.

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<sup>1</sup>*Calcutta Review*, Vol. 57, 1873; Article V, Kishorichand Mitter, the Territorial Aristocracy of Bengal, The Kasimbazar (Cossimbazar) Raj, pp 99-100.

By the strenuous efforts of Swarnamoyee, the relation between the landlord and the tenant became personal, almost filial, which created a close understanding between them, making the Cossimbazar Raj Estate to be the second highest Zemindari estate in Bengal so far as the income was considered (Burdwan was the highest, Tripura being a native state and not a zemindari, is therefore not considered) and the highest profit making zemindari. When labour relations were not thought of, even in Europe, when the struggle between the haves and the havenots had not yet started, when the versatile and romantic ruler, King Frederick William IV of Prussia was ruling through his divine right, when Metternich disappeared from the scene and Bismark took over in Germany, when Lenin was not yet born, the black palki of Swarnamoyee, light and small, studded with little silver streaks like petrified lightning with a green canopy tasseled by golden *zari* moved through the villages, her entourages making a great noise running ahead to announce her coming, which sounded to the people like the coming of hope which would give them succour from their daily sorrows, a little sympathy for their pains, a mother's hand to wipe away the dust of their latest injuries.

Let therefore the story be taken up in Calcutta from 31 October, 1844, at round 3 P.M. when Raja Krisnanath Roy Bahadur shot himself at the Rajbari of Jorasanko. He left sheets of paper with his mother which was the alleged and disputed Will between 1 and 2 P.M., saying that he was moving out to another house.<sup>2</sup> Rani Harasundari, the mother, deposed that she showed the papers to Dwarkanath Tagore and her attorney Hedger, after her son's suicide.

The grandmother Maharani Susharmoyee was not living at the time in the family house as there had been a difference with her daughter-in-law regarding the money, jewelleries and utensils made of precious metals, that had been returned to them from the Supreme Court. This was the result of the decree of the suit they filed against Raja Krisnanath. The judgement was that, everything, except Rs. 96,407-8-0, certain ornaments which were listed and a few utensils made of silver, belonged to Krisnanath. In compliance with this judgment William Patrick Grant, the Master of the Supreme Court proceeded to the Jorasanko house on 25 July, 1843 and gave delivery of the money, jewelleries and goods which were received by

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<sup>2</sup>The deposition of Rani Harasundari, the mother of the deceased, given on commission at the Jorasanko house on 13 February, 1847, before E. M. Turton, Commissioner.

Dwarkanath Banerjee, the Dewan of Rani Harasundari and by the Rani herself from behind the *purdah*. Maharani (then called only Rani) Susharmoyee complained before the Supreme Court on 7 December, 1843 and filed a suit on 6 February, 1844 that her share had not been fully paid to her. She left the Jorasanko Rajbari and rented the house in 55 Darmahatta (lane) which was quite close to Jorasanko for Rs. 30 per month. She also set up her own establishment with the monthly allowance of Rs. 800 that was being paid by the Supreme Court in consequence of the suit against Raja Krisnanath, for her maintenance.<sup>3</sup>

Gobindasundari the sister of Raja Krisnanath and her husband Nabin Chandra Nandy got involved in the controversy and left Jorasanko with the grandmother staying together at 55 Darmahatta, till they had disputes with the grandmother and went to stay on their own, first in a rented house in Kantapukur and then in 37 Ramkanto Bose Street (now numbered 20). Here the first child of Govindasundari, the daughter Sarbasundari was born in December, 1843. The mother Rani Harasundari meanwhile was able to win over the daughter with gifts and presents and the grandmother is found to have included in her plaint allegations against both Gobindasundari and her husband. Accusing them of pressurising her to agree to the terms offered by Rani Harasundari, Rani Susharmoyee informed the Supreme Court that only a couple of years ago she herself and her daughter-in-law Rani Harasundari had filed a suit against Raja Krisnanath for subsistence. Her granddaughter Gobindasundari though then a minor joined the suit having a guardian appointed by the Court. Later a compromise was arrived at and Krisnanath deposited Company papers worth Rs. 6,49,657-7-5 plus Rs. 1302-10-11, Rs. 29,300 and Rs. 1245-5-7 totalling to Rs. 6,81,505-7-3 which was to earn 4 percent interest. According to the Supreme Court decision the mother Harasundari would receive Rs. 1400, the grandmother Rs. 800 and the sister Rs. 250 respectively per month. They were free to reside either in the Palace at Cossimbazar or in the Jorasanko house in Calcutta with the family, but if they chose to live apart each of them would receive an

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<sup>3</sup>The Cash Book of Maharani Susharmoyee of 1250 (1853-44) from 7 Bhadra to 30 Chaitra or from 22 August, 1843 to 11 April, 1844 and

- (i) the copy of the complaint dated 7 December, 1843 charging Rani Harasundari and her Dewan Dwarkanath Banerji of fraudulently and collusively signing the receipt without her knowledge or concurrence (the plaint is 130 pages double foolscap, handwritten).
- (ii) Copy of the Bill of Complaint dated 6 February, 1844 in the Equity side of Supreme Court.
- (iii) Copy of Rani Harasundari's reply to the complaint dated 8 January, 1844.

additional sum of Rs. 100 per month for the rental of the house.<sup>4</sup> This decision by the Supreme Court was an inducement for living apart. Rani Harasundari however continued to live in the Jorasanko house.

Therefore in October, 1843, a year before the suicide of Krisnanath the three ladies were living in separate houses in Calcutta and the fourth, Rani Swarnamoyee was living alone in Cossimbazar.

To follow the course of the complicated events, let the actions of Kartri Rani Susharmoyee, as she was called, be first related. She was literate and had signed her name in Bengali in the deposition. Her attorneys were Hedger and Denman with whom she had regular consultations. She read newspaper regularly being a subscriber of *Sambad Prabha-kar* edited by Iswarchandra Gupta which cost Re. 1 per month. On 7 Magh 1250 or 20 January, 1844, she hired a *palki* for Rs. 2 and went to meet her grandson and his family, who had just arrived in Calcutta and were living in the Mirzapur house on the Circular Road. She suddenly remembered that no gift had been presented to her great-grand-daughter Laxnimani after her birth in 1842. She presented her with golden ornaments of the ear (*jumko*) and two gold mohurs. Probably this effort to make peace with Krisnanath was not successful, as we find her not visiting the Mirzapur house again during his lifetime, but she certainly came to an understanding with Swarnamoyee. She sent her fruits, vegetables and sweets on 22 January which was repeated and enlarged on the last day of the year, 11 April, 1844 (30 Chaitra, 1250). She sent her *jaber chhatoo* (powdered wheat), *golla-sandesh* (sweets) 5 seers, curd 10 seers, *kheer* (inspissated milk), pistachio 1 maund and nuts 1½ maunds,<sup>5</sup> items favourite to Swarnamoyee but not to her husband, who constantly expressed his deep dislike for this village fare.

As soon as the death of Krisnanath was discovered, news travelled far and wide on 16 Kartick, 1251 or 31 October, 1844. Susharmoyee immediately sent two of her most trusted men Kshetranath De and Taraknath Basu to Jorasanko, following them herself in a hired *palki*. The next day she sent two letters by the fastest mail, one to Rani Swarnamoyee at Cossimbazar and the other to Nabin Chandra Nandy, who had gone to visit his parents in Mathrun, urging both of them to

<sup>4</sup>Final decree of the Supreme Court in the suit of Rani Harasundari and Rani Susharmoyee-vs-Raja Krisnanath Roy Bahadur, dated 29 June, 1843.

<sup>5</sup>The Cash Book of Kartri Rani Susharmoyee of 1250 (1843-44).

come to Calcutta immediately. Her officers went to the Nimtala burning ghat to find out about the funeral arrangements on 1 November. On 2 November she sent them to her lawyers. On 3 November she wrote another letter to Swarnamoyee probably intimating her, that she was coming to fetch her in person. Then this grand old lady of 74 years or more, went by a quick boat to Cossimbazar, starting on the day she wrote the last letter. Arriving at Cossimbazar, she found that Swarnamoyee had already left. Not at all daunted about the fruitless journey, she proceeded to Srikhandia (in Burdwan) met the family Guru, took advice from him and returned to her Darmahatta house in Calcutta on 15 November.<sup>6</sup>

Swarnamoyee had received the news of the death of her husband on 1 November, 1844. Her cash book starts from 18 Kartick/2 November with the information that the Magistrate on the news of Krisnanath's death came to Cossimbazar and counted the cash balance in hand with the *Khajanchi* and putting the iron-chest in his carriage took it away to his office. Only Rs. 1438 was left and entered in the cash book as received from him for the expenses of the deities in the house. Swarnamoyee appealed for money to pay the salaries of the staff and to travel to Calcutta. On 7 November Rs. 2000 was paid by the Magistrate. On the same day she hired boats and with her daughter Laxmi and some officers left for Calcutta. The boat hire cost her Rs. 379-10-15. Before starting the journey she paid a *pranami* of Rs. 25 to the family deity. She had sent messengers before her and the Guru, Gobindananda Thakur came to meet her at the Kalikapur *ghat* receiving a *pranami* of Rs. 20. She reached the ghat at Pathuriaghata in Calcutta, on 14 November from where she travelled to her Mirzapur house in a hired *palki* costing Re. 1. Her furniture which were loaded from the Saidabad *ghat* also reached Calcutta the same day. As she was in mourning she had to cook her own food in an earthen pot over an open earthen stove. She carried all this with her, surmising correctly that in Calcutta she would not have the time to hunt for them. The first thing she did on arrival at her house was to send *pranami* to Jagannath Deva a deity at Chalta Rs. 5, Siddeswari Thakurani a deity at Bagbazar, Rs. 10, to another deity of the same name at Thanthania Rs. 10 and Kali Thakurani deity at Kalighat Rs. 25. Thus propitiating all the presiding deities of Calcutta, she got herself ready to face the turbulence of the time.<sup>7</sup>

<sup>6</sup>The CashBook of Karti Rani Susharmoyee of 1251 (1844-45).

<sup>7</sup>The book of accounts No. 1 of Rani Swarnamoyee, cash book of 18 Kartick to 30 Chaitra, 1251, 2 November, 1844 to 11 April, 1845.

The very next day she sent for Maulavi Mohammed Hossain paying him Rs. 60, she sent him along with the *Khajanchi* Ramlochan Lahiri to meet Dwarkanath Tagore, Prosanna Coomar Tagore and other prominent men, who were friendly with her husband. The reason for going to Dwarkanath was of course to get information about the Will, which he was the first native to read after the Raja's death. On the same day i.e. 15 November, Swarnamoyee sent the old maidservant Jashoda to Shyambazar to find out the intentions of Gobindasundari. Jashoda had brought up both the brother and the sister and was as such trusted completely. On the 16th, Mathuranath Banerji, the Dewan and Golaknath Datta were sent to 55 Darmahatta to meet Rani Susharmoyee.<sup>8</sup> She was so overwhelmed by this gesture that she immediately called for a *palki* and went to Mirzapur and stayed overnight with her granddaughter-in-law. Her officers, who were experienced tacticians in Supreme Court procedures, came on the 17th, to discuss what should be done under the circumstances and how should Swarnamoyee proceed in this tricky business<sup>9</sup> as she was herself not yet 18 years of age.

The problem was regarding the Will, which Raja Krisnanath had left with his mother before shooting himself. In this Will the major portion of the money from the estates was given to his personal servant Keshab *Khansama* and the Baharbund Pargana was left under the care of East India Company for the establishment of a college to be called Raja Krisnanath's University. There were other provisions unpalatable for the family. No provision had been made for his daughter or his forthcoming offspring if it was not a son. Swarnamoyee categorically was debarred from adopting a son to continue the family line. She was allotted a pittance for her sustenance.

The attorney to the Raja, Charles George Strettell came and took part in the conferences that followed. Probably Digambar Mitra was sent for, who also joined. One of his silk-boats going upstream carried on 23 November, a remittance of Rs. 2,000 from the Rani for puja and expenses of the deities at Cossimbazar.<sup>10</sup> Strettell was appointed her attorney who was requested to select the best counsel and to discuss the procedure that was necessary to be taken under the circumstances. Everybody seemed to be impressed by the way this seventeen year old girl,

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<sup>8</sup>The book of accounts No. 1 of Maharani Swarnamoyee, cash book of 1251 (1844-45).

<sup>9</sup>The cash book of Kartri Rani Susharmoyee of 1251 (1844-45).

<sup>10</sup>Maharani Swarnamoyee's cash book of 1251 (1844-45).



who remained strictly behind the *purdah*, went about her business. Rani Susharmoyee brought her attorney Denman for consultation.

The first problem the Rani faced in Calcutta was the illness of her daughter. Rani Susharmoyee sent her *kabirajas*, Abhoycharan Gupta and Prankrisna Roy. Another kabiraj Madhusudan Gupta treated *Rajkanya* Laxmimani. She recovered on 21 December resulting in Madhusudan Gupta receiving a special award of Rs. 100. Susharmoyee visited frequently and between them they kept up good relation with Gobindasundari by the presentation of clothes, sweets and other traditional gifts.<sup>11</sup>

Swarnamoyee preferred to stay in Calcutta as reports from her estates reached Calcutta quicker. She put her seal in the powers of attorney and sent them to her representatives at the different places of the Estate for the mutation of her name in the Government records in place of her husband. She sent them to Rajiblochan Roy (who had changed his name from Sarkar) at Baharbund, Rungpore; to Mathuranath Nandi in Dinajpur; to Iswar Chandra Sarkar at Plassey; to Goursundar Sarma in Chati Balliapur and to Ramratna Mukherji in Murshidabad.<sup>12</sup>

It was during this time that she realised that her illiteracy was a definite handicap for the responsibility she was hoping to assume. With her customary resolution she requested her Dewan Mathuranath Banerji to teach her Bengali and English, but the Dewan demurred. How could he being an employee, disregard the custom of the *purdah* and face the young and beautiful Hindu widow, who did not allow even her relations except her brother-in-law Nabin Chandra Nandy to meet her face to face. His meeting her might create a scandal and defame her. Swarnamoyee brushed the excuse aside. She argued that the Dewan was older than her late father, besides he was a Brahmin, thus most suited to be her teacher as she would be both her daughter and disciple. She emphatically pointed out that the need of her education was now, when she was threatened with a thousand problems. If he would not teach her now, there may not be any need of it in the future. Thus it was in Mirzapur House in Upper

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<sup>11</sup>Maharani Swarnamoyee's cash book of 1251 (1844-45), read with the cash book of Karti Rani Susharmoyee of 1251 (1844-45).

<sup>12</sup>Maharani Swarnamoyee's cash book of 1251 (1844-45).

Circular Road that Swarnamoyee started to learn her letters from the old Dewan.<sup>13</sup>

She was keeping in close touch with the matters of her estates. On 27 December, 1844, she sent out a strong letter through her attorney Strettell to East India Company objecting to any lease of Baharbund being granted to John Herklots and Dr. Richard Young. Letters in the form of petitions were sent to the different Commissioners requesting them to mutate her name in the place of her husband. She also made contact with two interesting gentlemen one was the well known Harachandra Lahiri of Chandernagore, who agreed to come to her aid, bringing the other Pyarimohan Basu, Muktear.<sup>14</sup>

The catholicity of her spirit is evident even in the first year of her administration. She gave shelter to four Brahmo boys, who were dislodged from their homes for giving up their ancestral religion. She also provided food for them. She then left for Cossimbazar on 13 January, 1845 taking with her both Kartri Rani Susharmoyee and her sister-in-law Gobinda-sundari. Each of them was allotted separate boats for the travel, along with their people. She left Anandamohan Bag behind to keep in touch with her lawyers, attorneys and the Supreme Court. Before starting she sent *puja* propitiating the four deities of Calcutta afore mentioned. The Guru, Govindananda Thakur met her this time in Katwa ghat where many of her relations including Nabinchandra's aunt and her own grandmother met the three ladies.<sup>15</sup>

Leaving the ladies on their way to Cossimbazar it is now necessary to go back and see what was happening in the opposite camp. Cecil Beadon, Under Secretary to the Government of Bengal wrote to the Board of Revenue on 2 November, 1844, enquiring whether any information had reached the Board of the request which the late Raja Krisnanath was said to have made in favour of the Government. He requested that such measures might be taken for the protection of public interest. On 6 November, 1844 Jackson, the Commissioner of Murshidabad informed that having learned from the newspapers, the death of 'Rajah

<sup>13</sup>Deposition of Rani Swarnamoyee, given on commission from 6th to 15th May, 1854 before the Supreme Court at her Mirzapur House from behind the *pardah*.

<sup>14</sup>Maharani Swarnamoyee's cash book of 1251 (1844-45).

<sup>15</sup>Ibid.

Krisnanath Roy, a zemindar of Moorshedabad', leaving only one minor daughter and having by Will, nominated the Government, the Executors, had directed the application of certain funds to the establishment of a college in Berhampore. Jackson requested the Board for the copy of the Will in order that proper measures might be taken for managing the Estate. He requested the Board to be told in which manner the Government desired to undertake the administration. The order of the the Board dated 16 November advised Jackson that attempts were being made to obtain a copy of the Will, 'In the meantime the Board desire me to suggest to you the propriety of bringing the whole of the late Raja's Estates, real and personal, under the management of the Court of Wards, without delay, if it has not already been done and more especially of taking immediate measures for the safe custody of the valuable personal property at the Rajbaree.'<sup>16</sup>

The contrast in the attitude of the East India Company will be evident if their behaviour is compared with that at the time of the death of Maharaja Lokenath and Raja Harinath. They totally disregarded the former's Will and accepted only a part of the latter's, but now they were eager to uphold Krisnanath's Will, having been informed that they had been appointed to a position of gain. It is also interesting to find, how quickly the contents of the Will became public. Beadon writing on 2 November showed that within 48 hours of the Raja's death the contents of the Will became known to the interested persons.

Jackson advised the Board of the various divisions in which the property was situated assuring that as the property had been only lately released from the Court of Wards, there should be no difficulty in making early provision of efficient management. The order of the Board was communicated to the different Commissioners on 16 November, 1844, informing them that Jackson, the Commissioner of Murshidabad as in the past, would act on behalf of the Court of Wards. The Commissioners were advised to issue necessary orders to their subordinates to place themselves in communication with him. A list of the properties and the revenue they paid annually, was circulated as under :

<sup>16</sup>Bengal Revenue Consultations, Proceedings of 6th November, 1844, No. 23, Range 64, Vol. 61 And Bengal Sudder Board of Revenue Proceedings of 19th November, 1844, Nos. 1, 2, and 3, Range 86, Vol. 20.

Division	Zilla (District)	Property	Sudder Jumma (Govt. Revenue per annum)	
Murshidabad	Murshidabad	Parganas Kantanagar etc.	Company Rs.	37,823- 0- 8
Do.	Rajshahi	Dehee Brajapur etc.	„ „	42,646- 5- 5
Do.	Rungpur	Pargana Baharbund etc.	„ „	84,160-10- 5
Do.	Pabna	Taraf Habaspur etc.	„ „	3,652- 3- 1
Jessore	Burdwan	Kismut Jabagram etc.	„ „	596- 0- 0
Do.	Nadia	Pargana Plassey, Lokenathpur etc.	„ „	61,514- 8- 8
Do.	Calcutta and Panchannagram	Houses and gardens	„ „	531- 0- 1
Dacca	Dacca	Jelalpur, taraf Sonepur etc.	„ „	93-11- 1
Bhagalpur	Malda	Kismut Pargana Chandlai etc.	„ „	7,524- 8- 0
Do.	Dinajpur	Taraf Raghunathpur etc.	„ „	26,227- 5-11
Hazaribag	Manbhum	Chuttea Balliapur	„ „	1,668- 9- 1
Do.	Gazipur	Doocha Behara etc.,	„ „	Nil <sup>17</sup>

On the same day i.e. 16 November, 1844, the Board wrote to the Government Pleader, Sudder Dewani Adawlat, informing him of the measures taken and requesting him to kindly move the Supreme Court through the Advocate General for the production of the Will or Wills as the case may be. They presumed the Will to be with the mother or the wife. Prasanna Coomar Tagore, the Government Pleader to the Board replied on 22 November, 1844, 'I have the honor to report that I accordingly did call upon them, when the mother stated that the Will in her possession had been already handed over to her attorney Hedger, for the purpose of being translated, and which' said Prasanna Coomar, 'when done, should under the advice of her counsel Dickens, either be delivered to the Board or deposited with the Registrar of the Supreme Court.'

He reported further, 'In regard to the widow of the late Rajah, she stated that she had no knowledge of the existence of any Will but that she had sent instructions to her people at Berhampore to search for the same, which if found she would duly communicate the fact to the Board.'....

<sup>17</sup>Bengal Sudder Board of Revenue Proceedings of 19th November, 1844, Nos. 3 and 4, Range 86, Vol. 20.

'The servant who is a large legatee in the Will, now in possession of the mother, stated that in the night previous to the commission of suicide by the late Raja, a quantity of papers was burned by him and whether there might have been among them previous Wills of the Raja or not, he could not affirm.

'I take this opportunity to mention, that both these Rannes are now surrounded with a number of hungry retainers, aided by other advisers, who are trying by every means to create litigations and difficulties in the way of proceeding in the matter and I accordingly beg, I may be permitted to suggest that the sooner instructions are sent to the Advocate General to issue out citations for the production of the Will the better it will be for carrying out the intention of the testator.'<sup>18</sup>

Without wasting a moment, the Board wrote to the Solicitor of the Government to request the Advocate General to move the Supreme Court, on 25 November, 1844, to force Rani Harasundari to give them a copy of the Will, so that the Court of Wards could fulfil its obligations as the Executor. The Board failed to hide its greed behind fine muslin, 'they are aware', wrote the Board of Revenue, 'that ordinarily when the Government have no interest whatever in the estate to be administered, there are serious objections against their undertaking the responsibilities of Executorship but in the present case, they are supposed to be legatees to a considerable amount for public purposes, and if this should prove to be the fact, the Board are of the opinion that great inconvenience is to be apprehended in the matter of bequest for public endowments, and that its advantages might in a great measure be lost, if administration were allowed to pass out of the hands of the officers of the Government.'<sup>19</sup>

The Board of Revenue informed Beadon, Under Secretary to the Revenue Department of Bengal on 3 December, 1844, that the deceased Raja had left behind a pregnant widow and a minor daughter, therefore arrangements had been made final and instructions had been issued to the Commissioner of Murshidabad to take the whole property of the Raja real and personal under the Court of Wards and to manage it as a single unit. They continued, 'The Board having further been credibly informed

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<sup>18</sup>Bengal Revenue Consultations, Proceedings of 11th December, 1844, Nos. 20 and 21, Range 64, Vol. 62. And Bengal Sudder Board of Revenue Proceedings of 19th November, 1844, No. 5 and of 29th November, 1844, Nos. 1 and 2, Range 86, Vol. 20.

<sup>19</sup>Ibid.

that the late Raja has left a Will, bequeathing a considerable amount of property to Government for educational and charitable purposes and appointing the Court of Wards to be his Executor and the mother of the deceased, Runny Hurrsoondry, who admits that the Will is in her possession, having declined to deliver it to the Board, they have requested the Advocate General to apply without loss of time on their behalf or if more convenient, on mine as their Secretary, to the Supreme Court, for citations to compel the production of the Will.'<sup>20</sup>

J. J. Harvey, Commissioner of Jessore wrote to the Deputy Collector of Calcutta, Fraser, to take most immediate measures for ascertaining the extent of the personal property belonging to the Raja of all descriptions and to take them forthwith to safe custody. It will be interesting to know what Fraser did from his own writing, 'I...proceeded to the garden house of the late Rajah...situated at Mirzapore in Calcutta and furnished by the late Raja's Muktear, with a list of personal property of the deceased which he said was in the other house situated at Jorasanko where I accordingly went. On my entering the premises the guards made no opposition and I went upstairs to enquire where the property lay. Several persons came forward and after some hesitation opened the door of the room and they did not oppose my comparing the list with the property contained in two common chests which were opened by the said persons. I proceeded to ascertain whether everything was as stated, whilst so engaged several other people surrounded me evidently with the intention of interruption and on my attempting to remonstrate with them, they called the *durwans*, one of whom endeavoured to strike me, using abusive language.....Mr. Hedger, the Attorney of the Ranee came in at the same time as the police officers arrived and remonstrated with me for my coming in and that he could indict me for it and referred me to the Advocate General.' McCann, the Police Commissioner told him that he had committed trespass for which he might be answerable to the Supreme Court. Harvey reprimanded Fraser in the strongest language for acting unlawfully. He was further cautioned for suggesting that the Police Commissioner's presence prevented the police from doing their duty of protecting him. Fraser revealed that the date of the above incident was 27th November, 1844. Harvey wrote to the Board on 9 December, that except for six Company papers (Promissory Notes) of Rs. 1000 each,

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<sup>20</sup>Ibid.

And Bengal Sudder Board of Revenue, Miscellaneous Proceedings, Wards, of November, 1844, Nos. 9 and 10 and December, No. 2, Range 86, Vol. 24.

which was delivered by Tarinicharan Ghosh, the head *Amlah* at Mirzapore, he had not been able to lay his hand on the late Raja's property. Moreover he had been advised by the Advocate General, Lyall, that he had no right or power to carry into effect the order, on the subject of taking into custody the real and personal property of the late Raja Krisnanath Roy.<sup>21</sup>

Jackson, the Commissioner of Murshidabad succeeded where Harvey failed. He wrote on 26 November, 1844, 'I have now in pursuance of the Board's orders directed the whole of the late Raja's property, real and personal to be taken under the charge of the Collector on the part of the Court of Wards.'<sup>22</sup>

By 22 January, 1845, a copy of the Will of the late Raja was procured and translated into English. Much emphasis was laid on the paragraph in which he wrote, 'I most humbly and earnestly entreat that the British Government will pay strict attention to the directions given in this Will and kindly act in such manner as may prevent the frustration of my intent and directions and display their kindness in such manner as to cause the same to remain undisturbed for ever more so as that, not a single letter of what is herein written be deviated from.'<sup>23</sup>

Both the Commissioner and the Collector of Murshidabad behaved as if the Estate of the late Raja was already in the custody of the East India Company. They took charge of the houses in Cossimbazar and Banjetia. They tried to enter the *Andar* (inner female apartments) but were unsuccessful as all the doors and windows were bolted from inside. When some people under the instructions of the Collector, Money, tried to break down a door they were roundly abused from inside by the females. It should be noted that none of the principal ladies were there. Under instructions from the Collector, the house was broken into through the *khidki* (back door), the females driven to one room and all the valuables found there, were listed, boxed and carried away to the Collector's office. This later became the subject of a suit, which Rani Swarnamoyee instituted against the Collector, Money, which will be discussed in its proper context. It was after receiving the news of this

<sup>21</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of December, 1844, Nos. 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16.

<sup>22</sup>Ibid., of December, 1844, No. 19.

<sup>23</sup>Ibid., of January, 1845, No. 13, the Will of Raja Krisnanath Roy of 30 October, 1844.

incident that Swarnamoyee hurried back to Cossimbazar with Rani Susharmoyee and Gobindasundari.

In fact both Jackson and Money were behaving in a highhanded manner. They would send for any officer of the house and question him regarding hidden treasures. Jackson felt pleased with himself, informing the Court of Wards on 3 February, 1845, "I have taken charge of all real and personal property belonging to the Estate of the late Raja Kishenath Roy including his houses and furniture and other properties contained in them." He elucidated, "In the Cossimbazar house one of the females of the Raja's family was living in the zenana apartments and she was not of course molested, but with reference to the circumstances communicated to me by your Secretary, that it was suspected that there was treasure concealed in the house, I placed a guard upon it. The widow of the late Raja came up from Calcutta about ten days ago with two other females of the family and they also took up their residence in Cossimbazar house. As I suspected that the object of this visit was to obtain and carry to Calcutta, the money concealed in the zenana, I had a zamadar and 12 barkdazes appointed in addition to the former guard and directed them to allow no property belonging to the Estate to be removed from the house, without the permission of the Collector under whose charge it is at present; and have given similar directions to the Collector, as I can discover, no other reason for the Ranee's coming here. I think it probable that the object was to take away the money above mentioned to Calcutta to assist her in her law proceedings. She has expressed her wish to return to Calcutta and I told the Collector to allow her to do so but to require her to give a list of the property she takes away and to compare it with the contents of the boxes as they passed out of the house. I think these measures will prove effectual." He proposed to make a thorough search for the hidden money, when the decision regarding the Will would be known.<sup>24</sup>

Plowden, the Secretary of the Court of Wards approved his action but asked him to remove the special guard and the police, as he had ample power as the Court of Wards to take any action that was necessary. Plowden was however unhappy having received a copy of the complaint from the Board in which the Rani's attorney Strettell complained that the Commissioner had restrained the movement of Rani Swarnamoyee.

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<sup>24</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of February, 1845 No. 6.



In his several letters Strettell criticised the action strongly, 'I am not aware that any interference can be authorised by any Regulation or authority with the personal liberty of the Ranee to do and be what and where she pleases. The attendance of the present police officers has the effect to prevent the egress of the Ranee from the family house and her absence from Calcutta is calculated seriously to affect her interests in the proceedings now depending in the Supreme Court, where her personal answer is required to the libel filed on the Ecclesiastical side of the Court against her'. This rebuke of Strettell was replied to, first by H. M. Reid, the officiating Magistrate of Murshidabad and repeated by Plowden, who denied that any restraint was put on the Rani, explaining that the guards were placed for preventing people from removing anything from the house.<sup>25</sup>

In the meantime Swinhoe, the Solicitor to the East India Company wrote to the Board on 13 February, 1845, advising that the Supreme Court would most probably appoint an administrator to the late Raja's property, provided no son was born to him, posthumously. He forwarded the opinion of C. R. Prinsep, the standing counsel, dated 10 February, 1845 where he wrote, 'In the event of a son being born, the widow is expressly appointed to be the executrix jointly with another person.' He was however, sceptical regarding the pregnancy of the Rani. 'At present there is no son born and notwithstanding the declaration of the widow there is little likelihood of anyone being born within the period of gestation so that the real estate and such of the personal (property) as the Testator has not disposed of, are by the express direction of the Will to be taken in possession of and administered by the Government.' He suggested that a nominee should be immediately appointed by the Government, which nomination will remain in abeyance till the pregnancy or non-pregnancy of the widow, be ascertained. Accordingly Plowden was appointed the administrator and Swinhoe was informed.<sup>26</sup>

Strettell again complained to the Board that Rani Swarnamoyee believed that she was still under restraint. W. A. H. Money, the Collector of Murshidabad, unblinkingly lied in writing, informing Jackson on 26 February, that the guards were put on the house on the request of Mr. Strettell, who have now been removed both from the Cossimbazar

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<sup>25</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards of February, 1845 Nos. 4, 5, 7, 8, 9 and 10.

<sup>26</sup>Ibid., of February, 1845, Nos. 14, 15, 16, 17 and 18.

and the Banjetia properties. Jackson however blamed the Collector, informing that the whole matter was the Collector's idea and that the Rani had come to take away some secret treasures to fight the Supreme Court suit. On 27 February, 1845, he informed that the guards had been removed. Plowden however thanked Jackson on 17 March, 1845, informing that the Board was pleased with the explanation given by him in the matter.<sup>27</sup> Rani Swarnamoyee went back to Calcutta, exactly the same way she came, with Kartri Rani Susharmoyee and Gobindasundari on 10 March, 1845.<sup>28</sup>

The Court of Wards themselves were not in a happy position. The responsibilities laid down by the Regulations coupled with the formalities of the Ecclesiastical Court in respect of a person who has killed himself (*felo de se*) on the one hand and getting hold of the deceased's property which was challenged by his young widow on the other, kept them fully occupied. Now the Government pleader Prasanna Coomar Tagore wrote to the Solicitor General on 4 January, 1845, that many of the late Raja's suits lay unattended in the different courts of law and might be looked after by the Board of Revenue. J. Alexander, the Solicitor General of Bengal fully agreeing with the suggestion wrote to the Board on 6 January. The Board replied to the Solicitor General on 21 January, authorising Prossonno Coomar Tagore to appear on behalf of the Estate. They however directed the Government Pleader to specially examine those cases in which the late Raja had been an appellant, to see whether he would advise the prosecution of the appeals. Plowden sent the formal papers to Tagore on the same day (21 January, 1845), 'Under Clause 3, Section 37, Regulation XXVII (27) of 1814, you are authorised to defend the following appeals :—

- A) Late Raja Kissennath Roy applt. -vs- Kameswari Debya, respondent
- B) Late Raja Kissennath Roy applt. -vs- Maharaja Subirendra Narayan Bhoop (Coochbehar) respondent
- C) Late Raja Kissennath Roy applt. -vs- Mathuranath Mukherji, respondent
- D) Late Raja Kissennath Roy applt. -vs- Bhoobun Mohan Majumdar, respondent

<sup>27</sup>Ibid., of March, 1845, Nos. 7, 8 and 9.

<sup>28</sup>Ibid., No. 14.

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|-----------------------|--------------------------------|
| E) Bhabani Prasad Roy | -vs- Late Raja Kissennath Roy  |
| F) Anandamoyee Buryol | -vs- Late Raja Kissennath Roy  |
| G) Mohanananda Roy    | -vs- Late Raja Kissennath Roy. |

There arose a problem where properties were jointly held by a minor, to which the Board decided that the Court of Wards could not interfere with the share of a minor zemindar in the joint and individual estate.<sup>29</sup>

Now Cecil Beadon suggested that steps might be taken in consultation with the Advocate General for obtaining letters of administration to the estate of the late Raja from the Supreme Court. Swinhoe, the Solicitor General forwarded the opinion of Princep, the Advocate General recommending to wait till the end of the pregnancy of the Rani. But Plowden, decided to take action unilaterally as he was assured that even if a son was born to the Rani, the Estate of the late Raja, would even then remain under the Court of Wards, till the minor attained majority.<sup>30</sup>

Strettell, the attorney to the Rani, took up the issue, 'Sir, A Purwannah directed to Sreemutty Ranee Sarodasoondrey Dassee by the order of the Board of Revenue.....has been forwarded to me by my client Sreemutty Ranee Surnomohyee Dassee, the widow and heiress of the late Rajah Kristnath Roy deceased, whereby it is intimated to her that the Ranee had agreed with Dr. Raleigh to permit herself to undergo an examination as to the state of her pregnancy and had not confirmed to that promise but on the contrary had concealed herself since, from that medical gentleman, from which the proof was manifest that the Ranee, my client, was not in the family way and the more especially that on the occasion of her last being confined, the same medical gentleman was present.

'On the part of my client Ranee Surnomohyee Dassee, I have to state that she is not aware of having given any assent to Dr. Raleigh, that she would admit his presence for the purpose required by the Board, nor does she admit the inference the Board would arrive at, that the attendance of Dr. Raleigh on her former confinement is any reason that she should again have recourse to the assistance of European medical advice.

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<sup>29</sup>Bengal Sudder Board of Revenue, Misc. Proceedings of January, 1845, Nos. 2, 3, 4, 5, 8, 9, 10, 11 and 12.

<sup>30</sup>Ibid., of April, 1845, Nos. 2 and 3.

'On the occasion of the last attendance of Dr. Raleigh, my client was under the authority of her husband...and very reluctantly availed herself of the medical care of Dr. Raleigh, which she then considered a violation of her prejudices as a Hindoo female of rank. Now that she is the mistress of her own conduct, she has great objection to the exposure of herself to any gentleman and therefore desires me to say, she declines the investigation (now suggested by the Board) by Dr. Raleigh or any European medical gentleman.

'My client however without admitting in the most remote degree the right of the Board to interfere in the manner assumed, considers it right to herself and protective of her interests not to object to a satisfactory enquiry as to her state of pregnancy and she will not object to seeing for such purpose any respectable European lady to be associated on the occasion with Mrs. Peterson, a highly respectable and experienced European mid-wife, which she trusts will be satisfactory to the Board.

'My client would draw the attention of the Board to the terms of the Perwannah addressed to her which she cannot but consider indelicate and offensive to her and she trusts that in any future communication greater courtesy may be extended to her. Dated 3rd Feb. 1845.'

Plowden, quite taken aback at the strong personality of an illiterate girl who was not yet 17 years of age, replied to Strettell that the Board had no objection of her being examined by Mrs. Peterson provided she took the precaution to be sure that the Rani and not another woman was presented to her.<sup>31</sup> Strettell informed on 5 April that Rani Swarnamoyee would be identified by Rani Susharmoyee, Rani Harasundari and Srimati Gobindasundari, the grandmother, mother and sister of the deceased respectively, and Jashoda, a maidservant, who had been working in the house since the time of Maharaja Lokenath. These ladies, Strettell informed would be present when Mrs. Peterson would come to examine the Rani. Plowden, however, created difficulty by asking who would identify the ladies who in their turn would identify the Rani. Strettell replied on 18 April that as the Board could not accept the suggestion of examining the Rani by an European lady, she was unable to point out any other mode, but would accept any suggestion made by the Board provided it was consistent with her rank. On 13 May, Plowden angrily

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<sup>31</sup>Bengal Sudder Board of Revenue, Misc Proceedings of February, 1845, Nos. 2 and 3.

wrote that as the Rani was confined by Dr. Raleigh...in her first pregnancy they did not find any reason why she would refuse to be examined by the same person. Strettell properly snubbed Plowden in his letter to the Board on 3 June, informing that the Rani had called in the aid of Mrs. Peterson, the mid-wife, as the person who was to attend her on her approaching confinement. Mrs. Peterson had after a personal interview expressed her opinion that the Rani would be confined during that month. Strettell however added, 'The Ranee is most desirous to avoid any future discussions in respect of this event and will be glad that the Board suggest to her any precaution they may consider advisable to satisfy them that nothing of an exceptionable nature has been or will be attempted by her on the occasion of her confinement, as the Ranee considers, has been insinuated by the Board.'<sup>32</sup> Rani Swarnamoyee gave birth to her second daughter on 15 June, 1845 or 3 Ashar, 1252. A month later on 15 July (1 Sraban) she was named Saraswati. Her first rice ceremony was held on 1 January, 1846 or 19 Pous, 1252 and the total expenditure incurred was Rs. 251-2-10.<sup>33</sup>

With the birth of the daughter, one set of speculations came to an end. This of course only added to the accumulation of trouble. In January, 1845, Keshab *Khansama*, the servant of the Raja, had made an application for taking the probate of the Will of the deceased. This Keshab Chandra Sircar was now living in a house next to Herklots and was being advised by him and Dr. Young. In the meantime the letters of administration had been granted to Plowden, representing the Court of Wards.<sup>34</sup> It was necessary for the Rani to stop the motivated actions of these persons and to challenge their authority in the Supreme Court. The rivalry between the different departments of the East India Company, gave Swarnamoyee the time she required to file the suits. A long affidavit was filed by the Court of Wards stating the necessity of an "*administration pendente lite*", which was different to the stand taken earlier which was to get "*the letters ad colligendum bona*" from the Court. The difference between the two was that the latter gave no administrative power and applied to only the outstanding of personal and not of the zemindary property, while the former gave the right to take charge of the whole Estate. The

<sup>32</sup>Bengal Board of Revenue, Misc. Proceedings, March, 1845, No. 13 of April, 1845, Nos. 4 and 5; of May, 1845 No. 9 and of June, 1845, No. 18.

<sup>33</sup>Cash Book No. 5 of Maharani Swarnamoyee, Baisakh to Chaitra, 1252 (1845-46) and Cash Book No. 4 of Maharani Swarnamoyee, Baisakh to Aswin, 1252 (1845-46).

<sup>34</sup>Bengal Board of Revenue, Misc. Proceedings of January, 1845, No. 14.

Solicitor-General tried his best to prevent a clash of jurisdiction, but failed. Swinhoe informed the Board on 26 April, 1845, that he had received a letter from the Attorney Mr. Hedger in the matter of the suit of Sreemutty Ranee Surnomoye-vs-Kessub Chunder Sircar and that the "*letters ad colligendum bona*" had been issued on 21 April directing Robert O' Dowda Esq. the Registrar of the Supreme Court to get and collect the properties of the late Raja Krisnanath Roy. O'Dowda had granted a power of attorney to J. S. Judge for the purpose of enabling him to take possession of all personal properties and effects belonging to the deceased. Swinhoe requested that the Board of Revenue, hand over full charge to O'Dowda.

Plowden was furious, he wrote on 2 May, 'It does not appear that the Supreme Court were made aware of the circumstance that the personal property of the Rajah out of Calcutta, has all along been under the care and safe custody of the Court of Wards, pursuant to the Regulations of the Government on the subject. The Board therefore presume that the "*letters ad colligendum bona*" granted to the Registrar of the Supreme Court, do not extend personalty (sic) out of Calcutta, already under the charge of the Court of Wards and consequently see no necessity for instructing the local authorities at Moorshedabad to the effect indicated in Mr. Hedger's letter to your address.' Jackson on getting instructions was in great confusion and wanted a clear order from the Board how to treat Judge when he appeared before him. He suggested that the holder of the power of attorney of the Registrar of the Supreme Court be told point blank by himself and the Collector of Murshidabad that they were holding the property for the Court of Wards. Judge was free to petition to the Commissioner, Murshidabad in the usual form. Plowden on 10 May, approved the citing of the authority of the Board politely. He instructed that legally if the Court of Wards did not give up their possession voluntarily, there was no legal remedy, by which they could be made to do so.<sup>35</sup>

Swinhoe tried on 6 May to explain the fallacy of the situation. He pointed out that the instructions in respect to applying for administration with the Will annexed on behalf of Mr. Plowden representing the Board, as the appointee of the Government, could not be acted upon till the Will should have been proved in solemn form. Now that the Will itself

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<sup>35</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1845, Nos. 2, 3, 4, 5, 6 and 11A, 11B and 11C.

had been challenged by the widow it would not be wise to take any decision until that is ended. He advised that any misunderstanding between the two authorities of the Government and the Supreme Court was therefore necessary to be avoided. Jackson was adamant. He informed the Collectors that any attempt made by Judge to take possession of any part of the late Raja Kissennath's Estate would have to be resisted. He wrote to the Board of the action taken by him and requested the Board to file an appeal before the Supreme Court. The Board approving the stand taken by him, requested Swinhoe, the attorney to the East India Company on 13 May, to file an appeal against the order immediately, particularly before Judge can return and file a complaint before the Supreme Court.<sup>36</sup>

E. M. Turton, the new Registrar of the Supreme Court now addressed a long letter to the Board expressing his concern about the treatment encountered by Joseph Spencer Judge when he was at Murshidabad. He was given little support by the Collector, Money. He complained that the 'Collector's peons surrounded and guarded the ancestral dwelling house of the late Rajah of Cossimbazar.' He even tried to evoke the greed of the Board by dealing in length about the 'secreted treasure of Cantoo Baboo', which had been very much increased by Lokenath and Harinath. He considered it a solemn duty to get their joint hands into the treasure and to bring it out into the open under the protection of the Supreme Court. (Your biographer cannot help remarking that the shades of Bijaygarh were once again hanging on the E. I. Co., See: *Life and Times of Cantoo Baboo, the Banian of Warren Hastings* Vol. II pp. 234-269). Fortunately, Plowden laughed the story away. He wrote on 20 May, 'Regarding the secreted treasure, the Board however is disposed to think that the late Rajah in the extreme want of cash which he was latterly well known to have been, would have paid little regard to the sanctity of Kantoo Baboo's ancient deposit, had such existed.' He reminded the Registrar that theirs was a legal action and the authority exercised by them was held under section XV of Regulation X of 1793 and administered with great fidelity and credit to a similar trust under Court of Wards when the grandfather of the deceased died and his father was a minor. Yet a scapegoat had to be found to pacify the Registrar. The volatile Collector of Murshidabad, W.A.H. Money was found to have dealt harshly with the Registrar's

<sup>36</sup>Ibid., of May, 1845, Nos 11D, 11F, 12 and 13.

attorney and was reprimanded for showing bad manners.<sup>37</sup> By June, 1845, the Registrar came to an understanding with the Board of Revenue, allowing the Court of Wards to hold the possession of the properties and estates of the deceased Raja, being satisfied to extend his jurisdiction to the city of Calcutta only.<sup>38</sup>

Whatever might be the legality of the position of the Court of Wards, Jackson, the Commissioner was bent upon using his full authority. One imagines whether his over eagerness was the result of his total ineffectiveness during Krisnanath's minority. If he could not cope with the machinations of the deceased Raja's grandmother and mother, he was determined to take it out on the young widow. Jackson could have attained more by being gentle and considerate, instead he chose to be harsh and rough. After Money had brought all the treasures that were found in Cossimbazar and Banjetia houses, Jackson decided to sell the livestock and furniture. It is impossible not to suspect that he had personal motives in selling those beautiful furniture, many directly imported from France and England and the livestock that was the pride of the district. On 1 April, 1845, Jackson sought the permission of the Board to sell the horses, elephants and cattle belonging to the late Raja. He also wanted to discharge a great number of servants as he was eager to improve the cost of the establishment. Plowden approved his suggestions on 18 April.<sup>39</sup> On 2 May Jackson reported that there were 50 horses, 13 elephants all in Cossimbazar, a large farm yard of cows and bulls, 40 deer, a pack of hounds and sundry animals as well. The establishment of servants merely to look after the animals only was Rs. 560 per month. The total amount of the salaries coming to Rs. 1504 per month. Besides these there were 12 horses at Messrs. Cook's livery stables in Calcutta which had to be paid for at the rate of one Rupee a day, totalling to Rs. 360 per month, bringing the grand total to Rs. 1864 per month. He suggested that whole of this was unnecessary and should be sold at auction forthwith along with some other properties. Plowden approved, on behalf of the Board, suggesting that except a few valuable horses all others may be sold at Murshidabad.<sup>40</sup> An application to this effect was moved in the Supreme Court. Swinhoe reported to the Board that on the morning of 6 May,

<sup>37</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1845, Nos. 14, 15, 16 and 18.

<sup>38</sup>Ibid., Nos. 22 and 24.

<sup>39</sup>Ibid., of April, 1845, Nos. 6 and 7.

<sup>40</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards of May, 1845, Nos. 10 and 11.



1845, the application was granted after long discussion, but the opposite party challenged it making it applicable to the horses only which were now in Calcutta. It was not to extend to the personal property in Murshidabad. The next day he forwarded the order for selling the horses in the stables of Messrs. Cook & Company.<sup>41</sup> Jackson was in no mood to wait and was eager to flout the order. He fixed the date of sale and sought the approval of the Board, who suggested to keep back four good horses and such valuable of properties the loss of which would be regretted.<sup>42</sup>

While the Advocate-General sent out learned opinions all of which were unfavourable to the Court of Wards' holding the property of the late Raja Krisnanath, they nevertheless not only held the possession but also continued to act as the sole administrators. The Advocate-General pointed out that as the Court of Wards had failed to act in the strict adherence of Regulation VII of 1799 by not appointing a Manager within a specified time, they had forfeited their right of holding the property. They were thus illegal holders of the property which they should have surrendered to the Registrar of the Supreme Court, who was the holder of *letters ad colligendum bona*. He expressed his doubt whether the Estates of the late Raja Krisnanath could be at all brought under the management of the Court of Wards without first deciding who was the owner of the property and whether the owner was a minor. Then again he opined that this was not a case of intestate but there existed a Will and that Will had been challenged in the Queen's Court. His final opinion was that, it appeared that the jurisdiction of the Court of Wards did not attach on this Estate.<sup>43</sup>

Jackson paying little heed to these opinions went forward to fix a date for the auction. On 26 May, he wrote to report that Hedger, calling himself the attorney of Keshab Chandra Sircar, threatened to hold him responsible, bringing action against him, if the sale notified by him was not put off. Hedger reminded Jackson, that a great part of the Raja's property and personal effects had been given to Keshab in his Will and therefore could not be sold without his express consent. The Commissioner was warned that if any part of the property bequeathed to Keshab was either disposed of or liquidated, he would be held personally responsible

<sup>41</sup>Ibid., of May, 1845, Nos 11E and 11F.

<sup>42</sup>Ibid., No. 21.

<sup>43</sup>Ibid., No. 22.

and Keshab would demand damages against him in the Supreme Court.<sup>44</sup>

The Board however assured the Commissioner that the Registrar was not an officer of the Supreme Court, but also asked him not to sell the items that had been gifted to Keshab in the Will. Emboldened by the Board, Jackson informed them that the sale would start on 16 June, 1845. In his letter of 3 June he said that arrangement for selling the movable properties in the house at Banjetia as well as other properties in other houses was complete which included all the boats, timbers and other sundry items. He informed that the Cossimbazar house had been put under a guard. The Collector had not made any list of properties as there were some females belonging to the family living there. He reported, 'I therefore, yesterday went to the Cossimbazar House with the Collector and found that the greater part of the house had been sealed by the Magistrate, but some of the keys had been carried away to Calcutta by Ranee Surnomoyee. I opened several boxes and found in them, some watches, shawls, wearing apparel and a large silver *hookah* of European manufacture, these were the things in general use with the Rajah, there were weighted saddle cloths for racing, hunting apparatus etc. etc. There were also 2 large iron clamped plate chests containing silver service of plates in European fashion said to be capable of dining 100 persons, also in another room large silver utensils connected with the services of Thakoorbaree. I only entered 3 or 4 rooms but there were said to be of 12 of them; and I made a list of only the contents of the boxes which I opened in the first room, it would take several days to list the whole. . . .

'I then enquired who were in the Zenana and was informed that there were eight or ten persons whose names could not be mentioned, two of them were female connections of the family. As I wished to take charge of this property, I addressed a Perwannah to the inmates of the Zenana, requesting them to remove themselves from the room that I might enter and examine the contents of the boxes, the answer which was brought back to me declared that if I entered the Zenana, they would all commit suicide, as the Rajah has done before them.

'I request the Board's orders, what shall be done with the property in Cossimbazar house, none of which has yet been removed. I annex a

<sup>44</sup>Ibid., of June, 1845, No. 4.

copy of the petition given me there by the servants to the effect that the Ranee claims the whole as *Streedhan*.

'In my opinion, 1st-that the whole of the property not in the Zenana should be listed; 2nd-that the English plates and silverware, watches, shawls of the Rajah etc. should be removed and sold with the other things at Banjetia; 3rd-that the articles connected with native establishment, the Thakoorbaree, silver dishes etc. for native feasts of which there are immense number, should be left in the house after being listed, probably these are to be value of a lack of Rupees.'<sup>45</sup>

Strettell immediately sent a strong objection on behalf of Swarnamoyee, stating that the greater part of the personal estate and property in the Cossimbazar house belonged to the family idol and that everything in the Zenana belonged to her as *Streedhan*. He however informed that the Rani was agreeable in helping the Commissioner in making lists of the properties. She would even like the Commissioner himself to inspect the money and property claimed by her, provided of course her attorney Strettell would be allowed to be present. But if the Commissioner tried to enter the zenana or any part thereof forcibly as was done by the Collector a few months ago, legal measures will be taken up against him. She also informed that her attorney Strettell needed a minimum of seven days to travel. Jackson invited Strettell to come to Cossimbazar with a power of attorney from the Rani. He informed that he had no intention to meddle with the articles of worship of the family idol.<sup>46</sup>

Turton the Registrar fired a letter to Jackson asking him to stop the sale of the livestock and other effects belonging to the late Raja Krisnanath, as the Court of Wards by not following the Regulation had forfeited their claim to possess the properties. But Jackson was now much too involved to stop the sale. He did not even wait for Strettell who was to arrive on the day the sale had been fixed by him. He carried on the sale on 16 June and jubilantly reported on 27 June, 'The sale at Berhampore has been very successful.\* The auctioneers tell me that the

<sup>45</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1845, Nos. 5 and 9.

<sup>46</sup>Ibid., of June, 1845, No. 10.

\*Note: Jackson wrote on 16th May, 1845 that the carriages, horses, pictures, clocks, a flute organ, a large number of guns and house furniture being of a perishable nature may be disposed of at Berhampore. He informs that the Nawab himself was interested in the elephants. A minimum price was fixed on all the items which would be considered as the rock-bottom level of the price offered in the auction. BSBR. Wards, Range 86, Vol. 37 of May, 1845, No. 20.

sums realised are 36 percent above what he should have expected in Calcutta.'\*\* To alleviate the fault of not appointing a manager, Jackson declared that he had ordered the Collectors to act as managers of the property that fell in their area. He excused himself by claiming that some of the furniture of Banjetia were deteriorating\*\*\* which would result in the reduction of their value, he therefore considered it prudent not to postpone the sale.<sup>47</sup>

Messrs. Hamilton & Co. wrote on 12 June, expressing their willingness to be employed as agents by the Board for selling the jewels of the late Raja. They knew many of the jewels as the late Raja bought them from Hamilton & Co. quite frequently. They were agreeable to take charge of the jewels in Berhampore and sell them either at Alipore or at Cossipore, to be outside the jurisdiction of the Supreme Court in return of a small percentage of the sale value. They wrote again on 15 July renewing their offer and explaining that even on 1 October, 1844 the late Raja had bought some jewels and had ordered for 150 lamps from England, a steam engine and 12 splendid chairs. They were asked to contact the Commissioner of Murshidabad.<sup>48</sup>

Whatever restraint that Jackson exercised on himself was thrown to the four winds when he came to know that the Rani had given birth to a daughter. The Board wrote on 24 June, 'If therefore the Will of the late Rajah should be declared valid, as it is no doubt will be, all the landed Estates which belonged to the deceased with the exception of Dooha Behara Jagheer in Zilla Gazeepur will come into the possession of the Government in order that the profits derived from them after defraying the Government revenue may be applied to the purpose of education and charity as the Will directed.' Jackson immediately started to farm out the the estates. Strettell on behalf of the Rani Swarnamoyee protested against settling any part of the zemindary as early as 5 May, 1845, requesting the Board that no *Ezarah* of any portion of the Estate of the late Raja should be granted to any individual pending the present proceedings of the Supreme Court, but that the whole Estate should until the termination

\*\*Disraeli said there were three kinds of lies, Lie, absolute lie and statistics.

\*\*\*The story of deteriorating furniture matches beautifully with the story of bell-metal utensils destroyed by mice and steel almirahs by whiteants, a hundred years later.

<sup>47</sup>Ibid., of June, 1845, Nos. 11, 14, 15, 16, 17 and 19; of July, 1845, No. 2.

<sup>48</sup>Ibid., of June, 1845, Nos. 12 and 13; and of July, 1845, Nos. 9 and 10.

of the suit be managed under the direction of the Board. He specifically mentioned Baharbund, 'In reference to that part of the Estate...called Baharbund in the district of Rungpore, the Ranee would strongly object to the grant of Ezara to Mr. J. D. Herklots, who she understands has applied for the same, for reasons which she considers to be substantial and which must be obvious to the authorities of the district.' Now in total contravention of all decorum, Jackson reported to the Board that he had granted the farm of Baharbund Pargana along with the Bhitarbund and Gayabari to J. D. Herklots and Dr. R. Young from 7 December, 1844 for Rs. 3,40,000 per annum taking Rs. 50,000 as advance. He recommended that as the litigation about the Will may take a long time to resolve, he had thought it fit to let out the estate on farm. Though he had given the farm on Rs. 3,40,000 per annum he had other ideas also and suggested that the Baharbund lease proposal was overrated as in 1835-36 the total collection had been only Rs. 1,67,574. He considered that the Jumma of Baharbund etc. should be per annum Rs. 1,70,000 only.<sup>49</sup>

Jackson did not even wait for the Board's approval but wrote to the Commissioner of Jessore, that all the mehals belonging to the estate of the late Raja Krisnanath should be let out on farm. He sent out reminders also. One Davidson, the Commissioner of Jessore making a reference to the Board, they however replied on 31 July, that any or all settlements would be premature considering that the Will of the Raja was under litigation. He was advised to cancel all farms and hold the lands in Khas collection. Jackson however farmed out Chati Balliapore for Rs. 17,000, Bhowanipore and Char Khidirpur for Rs. 447, Jote Sarbajaya to Mr. Dalrymple for Rs. 2,201. Gind Cossimbazar, Mehal Rajivgunge, Jote Masala, Mokuraree Baghroygunge, Kissenchand batee, Neij Cossimbazar Arrakuspara, Nimtalla and Beltalla in Jiagunge, Harishpur and Jafrabad and Telliapuskareenee were given out on farm. All these properties were in Murshidabad. The speciality about their farming was that they were fragmented into little bits and settled at a ridiculously low rate of a few hundred rupees each. The Board was getting concerned about these illegal actions of the Commissioner. Swinhoe warned that the Rani's suit in the Supreme Court in regard to the Estate of the late Raja Krisnanath was still to be disposed of. Keshab Chandra Sircar on the other hand had obtained leave to amend his libel petition against the Board of Revenue

<sup>49</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1845, Nos. 6 and 7; of June, 1845, No. 21; of September, 1845, No. 16; of August, 1845, No. 13.

and that the East India Company themselves had since entered their absolute appearance in the Supreme Court. Under the circumstances it was not going to be a light matter if the Commissioner continued in his usual manner. The Board was deeply concerned and wrote to Jackson at last on 10 July, 1845, 'that the Board regret to find that you let some of the Estates in farm, considering the litigations which still exist respecting the Raja's Will, it ought to have occurred to you, that no such permanent arrangements should have been made without their being first consulted and that they should have been made subject to the Board's approval and which from the papers before the Board does not appear to be the case.' The Board emphasised that the property was to be held in trust. Jackson was ordered to cancel all the farming leases including Baharbund until further orders and keeping them under *khas* collection. He was reminded that only after the late Raja's Will was validated in the Court any long-standing measures could be taken. It was not till a month that Jackson reported about the cancellation of the leases, but even before the reports reached the Board, Plowden on 5 August wrote to Jackson and repeated the order of cancelling all the farming leases given by him.<sup>50</sup>

The Sudder Board of Revenue in August, 1845 had little doubt that the Will of the late Raja would be held valid. So they were getting impatient about the delay. This was expressed on 22 August when the Advocate General was requested to adopt whatever measure that might appear as best to him to remove all delay for the hearing of the suits in regard to the Will. Company officers felt at this stage that the full control of the properties of the late Raja would come under their control as soon as the Will was validated in the Supreme Court. This feeling was further enhanced when Rani Swarnamoyee petitioned on 24 July, 1845, through Strettell, for maintenance and for the permission for residing at the family house in Cossimbazar according to the directions of the Will. The Board having sent the letter to Jackson, he suggested that a sum of Rs. 1500 per month might be fixed as the allowance of the widow. He also allowed the Rani to stay in the Cossimbazar house, though he did not agree to her request of removing the guards; writing magnanimously that, 'She has been given back the few pieces of her personal ornaments.' Jackson requested the Board to come to an agreement with the Rani after which she might be allowed into the house and her allowance paid when the guards might also be removed. 'If the Board can do this, as the

<sup>50</sup>Bengal Sudder Board of Revenue Misc. Proceedings, Wards, of June, 1845 Nos. 22-24; of July, 1845 No. 3; of August, 1845, Nos. 6, 7, 8, 9, 13 and 14.

Ranee is residing in Calcutta then there will be no further trouble regarding the personal property. If the Ranee does not agree to the terms offered by the Board even then it ought to be taken away and sold. . . . . All this might be easily done now than hereafter.' Emboldened by the fact that no action was taken after the sale of 16 June last, the Board informed the Rani through the Collector of 24 Pargana on 22 August, 1845, that after giving full notice to her, the property within the Zenana of the house at Cossimbazar would be examined and later sold whether the Rani sent an agent to attend the making of lists or not.<sup>51</sup>

On 10 September, 1845 J. C. Dick, Commissioner of Jessore informed Rani Swarnamoyee that on 15 September the Collector of Murshidabad proposed to enter the Zenana of the Cossimbazar house with the intent of making lists of the various things that were there. The Board received a report from Jackson on the 16 September in which he said that when the Collector of Murshidabad went to enter the Zenana, Digambar Mitra presented himself as the Rani's agent and showed them papers to that effect. He informed that the Rani would not consent to the removal of the property of the Zenana and unless the Collector gave an undertaking to this effect, he would be refused access to the Zenana. As the Collector tried to break open the doors a terrible noise was made by the females living there from within. The Collector could therefore neither enter the Zenana nor make any lists. Jackson was besides himself with anger at the audacity of the teenaged native girl. He proposed that her allowance as well as the money fixed to be paid for the worship of the idol of which she was the guardian, be immediately stopped. In fact he was already withholding the payment and had no intention of releasing it till he was specifically advised by the Board. The Board agreed to the suggestion and ordered the Commissioner of Jessore to inform the Rani of their decision. Plowden however was not ready to wait, urging Jackson on 4 October to enter the Zenana, if necessary with the help of the Magistrate. He lost all control of himself when the officiating Commissioner of Murshidabad J. Taylor reported that another attempt to enter the Zenana by the Collector on 24 October had ended in failure. The Collector, Money reported that a lady who termed herself as the late Raja's aunt refused to let them enter as resolutely as was done some time ago by the Rani's mother. The Collector in great anger even went as far as to write that the Rani systematically had been resisting the authority of the Court of

<sup>51</sup>Ibid., of July, 1845, No. 11; of August, 1845, Nos. 17, 18, 19, 20, 21 and 22.

Wards. The new officiating Commissioner fortunately did not share the views of the Collector. He agreed that 'determined resistance has been offered by the positive instructions of the Rani herself.' He opined that resorting to physical force might result in many further complications and could not be justified by reason. Plowden refused to resume the payment of allowance as was recommended by the officiating Commissioner. In his anger he even forgot to address the Rani properly and continued to refer to her, 'as the widow' of so and so. He wrote, 'Prima facie all the property, excepting perhaps a few personal ornaments, found in the house of the late Rajah must be regarded as his and mere assertion of his widow that it belongs to her exclusively cannot be listened to.'<sup>52</sup>

The administrators could not agree to the course of action to be taken, when they received a spirited, logical and reasonable petition from Rani Swarnamoyee, dated 31 October, 1845, which was unceremoniously filed away under No. 19 of the Proceedings of November. It was recorded without date. The petition revealed that the Board and the Commissioner or the Collector were not dealing with any ordinary women. The Rani's petition is therefore quoted:

'Petition of Rani Surnomohyee Dossee, widow of the late Raja Kissen Nath Roy, Sheweth,

'That your petitioner has in and by her several petitions already before the Sudder Board of Revenue and to which your petitioner refers has pointed out the grievances and deprivations under which she has laboured since the Board, as the Court of Wards, have taken possession of the Estate of your petitioner's late husband and has in and by her said petitions prayed for that relief which your petitioner considered herself justly entitled to.

'That your petitioner having consented (although she contends she was in no way bound to have so done) that an inventory should be made of all the property of the family house at Cossimbazar, as well that contained in the outer as well as that in the inner apartments, such list and inventory was made by the Collector and which therefore has put your Board (through the official information conveyed by the Collector

<sup>52</sup>Bengal Sudder Board of Revenue Misc. Proceedings, Wards, of September, 1845, Nos. 19 and 20; of October, 1845, Nos. 2, 3, 4, 6, 7 and 8.



and Commissioner, Murshidabad, officers of the Government acting under the Board), in possession of the extent and amount of property, money and jewels in the zenana of the said family dwelling house at Cossimbazar.

‘That since the presenting of the several petitions of your petitioner to the Board, feeling the injustice, as your petitioner supposes, which has been inflicted on the petitioner, by the withholding.....of all provisions for the maintenance and support of your petitioner and her infant children and the payment of her necessary establishment of servants, passed an order whereby the Commissioner was directed to pay your petitioner a monthly sum of Company’s Rupees One thousand and five hundred together with all arrears of maintenance which had accumulated and was in arrear at the same rate since the death of your petitioner’s husband and that he should also make a proper allowance to your petitioner for the worship and religious observances of the family at Cossimbazar. Your petitioner would point out that although a maintenance has been ordered by the Board for your petitioner, that none has been provided for the infant children of the deceased Raja Krisnanath Roy.

‘That since the passing of the order last mentioned, the Board, as your petitioner has been informed, issued directions to the Commissioner, Murshidabad, through the Collector of that station to remove the property of the zenana of the Cossimbazar house from the family dwelling house of the deceased Raja...and demanded admittance into the zenana of the same (within which your petitioner’s female relatives and connections were) for the purpose of taking forcible possession of your petitioner’s exclusive property.

‘That the occasion referred to, the mother of your petitioner who was in occupation of the zenana of the family house, denied admittance to the Collector as an unauthorised measure and on reflecting on the respectability of the deceased Raja’s memory and discreditable to the name and position of your petitioner.

‘That in a letter addressed to the Board by the Commissioner dated 16th September last, the circumstance was reported to the Board and by the same letter paragraph 3rd, the Commissioner stated that with reference to the Board’s order of the 12th August last, the allowance

fixed for your petitioner's maintenance having been directed to be paid to your petitioner's maintenance at all events, the Collector would therefore pay the same, notwithstanding the opposition he has met with. The Commissioner requesting to be informed whether the allowance, which it was intended to fix for the family worship at Cossimbazar and elsewhere should be paid while your petitioner as the guardian continued openly opposed to the Court of Wards. The Commissioner intimating that he had delayed paying that allowance, until he had again heard from the Board and offering as his own opinion that nothing should be paid to your petitioner while this opposition continued.' Then she related how the Commissioner under instructions from the Board directed the Collector to make entry into the zenana and that if he apprehended any breach of peace should apply to the Magistrate for aid, the Commissioner was directed not to pay any allowance to the Rani or for the worship of the Deity until access to the zenana apartments had been duly obtained and the property contained in it had been listed and removed.

'That your petitioner cannot but feel great regret and cannot repress her expression of surprise that the Board should have issued such an order, which your petitioner feels, to be an act of injustice towards her and if acted upon subversive of her just and reasonable rights and in the suspension of the family worship in direct opposition to the Will, the validity of which the Board and the Government, your petitioner is led to believe, will uphold.'

She then proceeded to point out most respectfully but firmly why she had to protest against the carrying into effect the present orders of the Board.

'First—Because in the absence of any Will of the deceased husband of your petitioner, she would be the legal heir and personal representative of Raja Kristnath Roy, and as such entitled to the Estate, real and personal of the Rajah and no probate of the Will having as yet been granted by any Court in consequence of the contestation of its validity. The Board cannot treat the right of your petitioner as groundless and extinct (has been in suspension only) until the validity of the Will shall be established or otherwise decreed in Court, having it under its consideration and that the Board therefore have no authority to postpone the payment of maintenance of your petitioner and her daughters under any circumstances.

‘Secondly—That if the Will set up as a valid Will.....be established your petitioner’s right to maintenance is allotted and its amount directed by the Will to be paid to your petitioner and that the Board has therefore no right to postpone the same while the right asserted by your petitioner to contest the validity of the Will is undermined by a competent authority and the Court of Justice. That your petitioner hitherto conceded to the Board her right to the management of the Estate of her deceased husband from an unwillingness to place herself in opposition to the Board and in a spirit of conciliation and the least that your petitioner had a right to expect was proper allowance in the terms of the Will.

‘Thirdly—That the Board by withholding the allowance for maintenance which by the Board’s letter to the Commissioner is incidentally thrown out as in contemplation by the Board, unless the petitioner consents to divest herself of her own peculiar property as streedhone, is an act of oppression opposed to every principle of fairness and justice and would be reducing her and her children to starvation, extort from her, the abandonment of her rights which she has in common with every individual, a right to assert before an impartial and competent Court of Justice.

‘Fourthly—That the Collector of Murshidabad under direction from the Commissioner and the Board has already had access to the whole property, cash and jewels in the zenana and has already listed and made an inventory, under the full communication made to him of suspicions (injurious to the character of your petitioner) entertained by the Board, that your petitioner desired to conceal property belonging to the estate of petitioner’s husband. That a very large property of the Estate....was removed from the family dwelling house in Cossimbazar to Banjetty and sold; and your petitioner can only suppose that the property (she)...claims as Streedhone and as belonging to the family idols was suffered to remain in your petitioner’s custody under the belief that your petitioner was entitled to retain the same, the same being in your petitioner’s peaceful possession in her private zenana and disproportionate in amount to that which from your petitioner’s rank and wealth....might reasonably supposed to have held.

She bitterly complained, ‘That lists having been made by the Collector of the property in the zenana...., the Board must infer that the same was fully and accurately made, the more especially from the

suspicions entertained by the Board of your petitioner's desire to secret property, and the manifest impropriety of his again disturbing the private apartments of your petitioner. That the only matter of dispute.... is one of property. The property of the zenana being claimed and in possession of your petitioner as exclusively hers, while the Board assume only the possibility that a portion of it, may be the property of her husband's estate on vague innuendoes of parties whose interest is so wholly contested and opposed by your petitioner and who therefore are naturally desirous to offer every indignity and annoyance in their power....

'That the orders issued by the Board to the Commissioner to make good an entry into your petitioner's zenana and for such purpose if need be in any apprehension of breach of peace on the part of the person opposing him, to call for the aid of the Magistrate, is, as your petitioner contends, most oppressive.... and wholly opposed to the spirit of Regulation of the Government which would protect the peaceable possession of the property against all, seeking to disturb it by force.... Such application for the aid of the Magistrate under existing circumstances should be (made) on the part of your petitioner, whose property and dwelling would be forcibly invaded and any breach of the peace under such circumstances would be on the part of the Collector or his subordinates acting under him.'

She contended that the worship of the deity should be upheld by the Board as a definite direction in the Will as also from usage and custom. She warned that if the Board continued to oppress her, she would have no other recourse but to appeal to the Governor-General in Council. She appealed that the Board would direct her officers not to molest or interfere with her peaceful possession of the property in the zenana and belonging to the idol, which must be considered as properties belonging to them unless by legal and satisfactory proof in the Court of law it is proved otherwise. She also requested them to pay her allowance along with the arrears.

The most important thing in the petition was that she had signed her name herself, in Bengali, 'Rani Swarnamoyee'. Thus exactly one year after her husband's death, to the day, she threw away the veil of darkness and declared herself literate. She had mastered to read Bengali and at least to sign her name.<sup>53</sup>

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<sup>53</sup>Bengal Sudder Board of Revenue Misc. Proceedings, Wards, of November, 1845, No. 19.

This petition was a veritable declaration of war and the least that the Board could do was to mend their fences. As early as 17 June, Jackson was informed that appointment of Collectors as Managers of the Court of Wards could not be done under the Regulations where specific directions had been given. Taylor, the officiating Commissioner tried to put things right. He communicated with the Board and was directed to appoint a trustworthy person as Manager. The responsibility of selection was also left with him. Money, the Collector decided however not to admit defeat and informed the Rani that he had decided to enter the zenana forcibly or otherwise on Monday, the 15 December. He also informed that the property he had removed earlier from the zenana, he did not make any inventory nor was any authorised agent on behalf of the Rani present there. He had removed the sealed boxes, the keys of which were already in his possession. He wished to delay the opening of the boxes till an agent from the Rani was present.<sup>54</sup>

This news put the Board into panic. They intimated on 18 December that an inventory of the property should have been made at the earliest convenience without any further formalities of notice. They now declared that it should be borne in mind in all matters connected with the late Raja's property that acting as the Court of Wards, the authorities were in fact acting under law, on behalf of the Rani and that the Collector was himself her true legal representative.<sup>55</sup>

Swarnamoyee however was in no mood to be taken in or placated by either the Board of Revenue or the Court of Wards. She was aware that persons like John Herklots and Robert Young were capable of influencing a person like Cecil Beadon, who intervened on their behalf not only enquiring why the Baharbund lease granted to them was cancelled but also commenting that there was no need to cancel the lease. Later he opined that cancellation of the lease so soon after giving it, had been unfair and harsh on the lessees. But he did not approve the payment of any compensation, which led Herklots and Young to sue the Estate for damages.<sup>56</sup>

<sup>54</sup>Ibid., of June, 1845, No. 20; of December, 1845 Nos. 2, 3, 10.

<sup>55</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of December, 1845, No. 11.

<sup>56</sup>Ibid., of November, 1845, Nos. 12 and 13; January, 1846 Nos. 2, 3 and 4; and Bengal Revenue Consultations, Range 64; Vol. 70, Proceedings of 8 October, 1845, Nos. 13 and 14.

The main concern of Swarnamoyee was first to stop all internal strife so that her strength was not dissipated and energy preserved. With great courage and foresight she first sought for and received the cooperation of her grandmother-in-law, Maharani Susharmoyee, the wife of the late Maharaja Lokenath Bahadur. Then she procured the friendship of her sister-in-law Gobindasundari, who was her natural enemy because her sons were the ultimate legal successors of the deceased Raja. Govindasundari probably reckoned that if nothing were left of the Estate, her sons would have nothing to succeed to, so it was better to join Swarnamoyee in her bid to recover the Estate from the devastating effects of the alleged Will. Only after continuing the cooperation for some time, testing it by their joint journey to Cossimbazar and back, did Swarnamoyee feel confident enough to tackle her mother-in-law the redoubtable Rani Harasundari. On 17 Bhadra, 1252 (1 September, 1845), Swarnamoyee sent her elder daughter Laxmi (aged four) to meet Rani Harasundari. Laxmi not only visited regularly her close relations living in Jorasanko, Darmahatta and Shyambazar, but also attended the festivals when invited. She was accompanied by the Dewan Mathura Nath Banerji and sepoys and *paiks* when she went to attend the Mahastami day of the Durga Puja held in the houses of Digambar Mitra and Biswambhar Sen (or Seth) in Shyambazar. She paid a *pronami* of Rs. 10 at the former place and Rs. 4 in the latter, denoting not only a higher social status but also a closer friendship with Digambar. After using her four-year old daughter as the ambassador of good will for the whole of 1845, Swarnamoyee herself paid a rare visit to her mother-in-law at Jorasanko accompanied by her daughter who had by now gained the loving suffix of being called Laxmi Babu. Her love of dogs of which she had already acquired two and her concern for horses brought back the memories of the better sides of her father. Swarnamoyee in this singular visit on 12 Baisakh, 1253 or 28 April, 1846 to her mother-in-law was able to convince her though for a short while, that it was necessary to put their energies together to fight the Will which necessitated challenging in the Supreme Court, the mighty East India Company and Keshab Chandra Sircar, the personal servant of the deceased Raja, who was claiming a very large share of the Raja's properties. Swarnamoyee kept up her friendship with Susharmoyee and Gobindasundari by regular exchange of gifts of cloths, sweets, vegetables and fruits, as was then customary on the Rathajatra day; on the day, prior to the Dashahara (none of them performed the Durga puja yet) and on the last day of the Bengali

year. According to custom the nature of the gifts was different on each occasion. When Swarnamoyee gave birth to her second daughter on 15 June, 1845 or 3 Ashar, 1252, the grandmother came to stay with her. Govindasundari arrived as the news of the birth of a niece was sent to her accompanied by sweets. Similarly Swarnamoyee visited Gobindasundari when she became ill on 11 Baisakh, 1253, or 22 April, 1846, then again on 25 Ashar, 1253 or 7 July, 1846. Visiting each other was not as frequent as one would like to believe and the books of accounts give in detail the facts about these visits. With great effort the family feuds were temporarily stopped.

Swarnamoyee now needed people who would not only advise her but also support her claim in the Supreme Court. Charles George Strettell, the old faithful Attorney was there. Some of the well known European lawyers of Calcutta were consulted like Hedger, Leith, T. C. Morton and T. E. Turton, the Registrar of the Supreme Court. Rani Susharmoyee brought in Harachandra Lahiri who agreed to discuss and take up the Rani's cause. Swarnamoyee however was too aware of his character to fully trust him. On 12 January, 1846, (30 Pous, 1252) Rani Swarnamoyee entered into an agreement with Harachandra Lahiri for the supervision of the suit of the Will. The agreement was drawn up by Strettell where Harachandra Lahiri was promised Rs. 30,000, if the judgment was favourable to the Rani. She also agreed to employ him as legal adviser at Rs. 100 per month for three years; the appointment was to start immediately. She would also provide him with conveyance. Harachandra on his side would not only find the money that would be required for the suit but also would arrange for their repayment. Payment to Strettell for engaging counsels for the suit was included in the agreement. It was further agreed that all items of income and expenditure would be entered regularly in Swarnamoyee's books of accounts. Mathuranath Banerji, the Rani's Dewan personally undertook to look after the entries every day. Srinath Chatterji, who had joined Rani Swarnamoyee's service leaving that of Rani Harasundari, was termed Deputy Dewan and was made responsible for the supervision of the suit in the Supreme Court, in reality his main job was to keep an eye on Harachandra Lahiri who was then reputed of being capable of doing and undoing things. Did he not turn the suit of the two Ranis against Raja Krisnanath from one of utter defeat to a face saving victory, when it was decided by the Supreme Court that all of the 21 lakhs of Rupees except

an amount of Rs. 96,407-8-0 and a few ornaments, utensils etc. belonged to Raja Krisnanath. It was Harachandra again, who suggested to the feuding mother and grandmother to bring in the matter of subsistence, to prolong the issue, which was further complicated by a similar claim made by the minor Gobindasundari. Rani Swarnamoyee considered Harachandra a necessary evil. He was also required to close another family feud between the grandmother and the mother who had now fallen apart.

The facts of the complaints were that when the Master of the Supreme Court, James Patrick Grant personally went to the Jorasanko house on 25 July, 1843 to deliver Rs. 96,407-8-0, an amount of jewellery, utensils etc. belonging to the two Ranis as decided by the Supreme Court, Rani Susharmoyee, the grandmother was away on pilgrimage. Rani Harasundari, the mother, accepted the money, jewellery, and goods from behind the *purdah* with the help of her Dewan Dwarkanath Benerji, but failed to give Rani Susharmoyee her full share of the money, jewels and utensils. Susharmoyee sought the help of Harachandra and a suit against Rani Harasundari, was filed in the Supreme Court on 7 December, 1843. She left the Jorasanko house and took up her residence in 55 Darmahatta. Susharmoyee filed an affidavit signing it herself in Bengali on 13 January, 1844, appointing Messrs. Smalley and Denman as her attorneys. The affidavit of Dewan Dwarkanath Banerji was filed on behalf of Rani Harasundari on the 11 May, 1844. Rani Susharmoyee got an interim order issued, to stop the Bank of Bengal from delivering any money to Rani Harasundari. She informed the Court that on the advice of her attorney William Thomas Denman, she had left the Rajbari and was living separately. Her demand was to get her share of money, jewellery and utensils. To get this suit resolved quickly Swarnamoyee now entered the suit and promised to pay Rs. 25,000 to Rani Susharmoyee, which she declared to have borrowed from her mother-in-law. This money she paid back not to her mother-in-law but to her grandmother-in-law, satisfying her monetary claim. Harasundari also now agreed to give her ten items of jewellery valued at Rs. 2000 and some silver utensils, which Susharmoyee agreed to accept in full settlement of her claim. A compromise petition was drawn up incorporating the facts related above. Three sets of attorneys and counsels represented their clients. The Supreme Court passed their order assenting to the compromise on 1 October, 1846, binding the respective lawyers for the execution. Rani



Susharmoyee was represented by W. K. Ablotaf, Rani Harasundari by W. N. Hedger and Rani Swarnamoyee by C. G. Strettell.<sup>57</sup>

Digambar Mitra came to the aid of Rani Swarnamoyee as soon as she sent for him. He remained a true adviser and helped her out by advancing money whenever she was in need of it. In the two years 1252 (1845-46) and 1253 (1846-47) he advanced her Rs. 27,957 in small sums from time to time. She paid back Rs. 23,544 in 1252 and Rs. 4413 in 1253. In this case the total sum of money was not important as Digambar provided the cash without interest, whenever she was in need of it. A power of attorney was granted to him on 24 Baisakh, 1252 or 5 May, 1845, with which Digambar went to Murshidabad and lodged a protest with the Commissioner after the Collector had raided the Cossimbazar house. He was again present when the Collector came to invade the zenana on 16 September, 1845. It might also be assumed that the entry of the Collector was prevented by his advice and he was himself present to take any action necessary if the Collector resorted to any illegal action. One of the main weakness on the part of Swarnamoyee was her age. She was born on 16 Aghran, 1234 corresponding to 1 or 2 December, 1827. Therefore she did not come of age (18 years) till 2 December, 1845, this was the date, the advisers of the Rani, wanted to reach before taking any positive action.<sup>58</sup>

It may be assumed by the *Saogat* made to Lady Turton of Kashmiri shawls costing Rs. 1200 and a diamond ring of the value of Rs. 650 on 4 Chitra, 1252 (16 March, 1846) and advising fees to Mr. Turton of Rs. 1024 on 17 Ashar, 1253 (30 June, 1846) through Heramba Nath

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<sup>57</sup>Maharani Swarnamoyee's Cash Book No. 1, Calcutta, 1251 (1844-45)  
 Do. Cash Book No. 2 Cossimbazar, 1251 (1844-45)  
 Do. Ledger No. I 1252 (1845-46)  
 Do. Cash Book No. 4 1252 (1845-46)  
 Do. Cash Book No. 5 1252 (1845-46)  
 Do. Cash Book No. 6 1252 (1845-46)  
 Do. Ledger No. II 1253 (1846-47)  
 Do. Cash Book No. 7 1253 (1846-47)  
 And

- 1) Agreement of Mutual Release between Rani Susharmoyee-1st Part, Rani Harasundari 2nd Part and Rani Swarnamoyee-3rd Part, dated 1 October, 1846, certified copy dated 27 March, 1848.
- 2) The plaint of Rani Susharmoyee against Rani Harasundari and Dwarkanath Banerji.
- 3) Bengali translation of the above plaint sent by Supreme Court Registrar's office, 25 July, 1843.
- 4) Several affidavits regarding the above suit.

<sup>58</sup>Maharani Swarnamoyee's books of accounts from 1845 to 1847, Op. Cit.

Tagore,<sup>59</sup> that Harachandra Lahiri got his scheme moving. Turton addressed a long memorial to the Governor-General Sir Henry Hardinge on 21 May, 1845, pointing out to him that the Court of Wards was illegally holding the property of the late Raja Krisnanath Roy. He sent copies of all relevant papers to prove his contention which was that the Court of Wards might have the right to the management of the property at some future date when they fulfilled the conditions laid down, but they had none at the moment, as the positions of the guardian and the manager were still vacant. He requested that the Board of Revenue be asked to abstain from making any interference with the estate of the late Raja Krisnanath Roy and to issue orders to the Sudder Board of Revenue so that the Commissioner and the Collector of Murshidabad delivered the possession of the property to Mr. Judge, deputed by the Registrar of the Supreme Court, Ecclesiastical side.<sup>60</sup>

Soon however Rani Swarnamoyee also sent a petition pleading to the Governor-General to direct the Sudder Board of Revenue to stop the sale of properties of the late Raja and to deliver over all the movable property of the deceased to the Ecclesiastical Registrar of the Supreme Court lawfully authorised and to permit the Registrar to take possession of all the properties till the disposal of suits which were pending at the Supreme Court in regard to the alleged Will. She also pleaded that great injustice had been caused to her by the Court of Wards who considered themselves competent of holding the supreme authority about the disposal of the properties of the deceased Raja in total contravention of the '*ad collegenda bona defuncte*' granted by the Supreme Court which received the the consent of the memorialist and of the Promovent of that suit and also of the present Advocate-General of the East India Company and all interested parties. She concluded, 'That if any matters of doubt arise concerning the facts and the law applicable to your memorialist's case, that this, her memorial may be referred to the learned law officers of the Government.' Strettell, the attorney signed it on behalf of the Rani.<sup>61</sup>

Cecil Beadon, Secretary to the Government of Bengal sent the two memorials to Plowden on 24 May, 1845, who without a moment's delay replied to the secretary the same day claiming that the Court of Wards was in legal possession of the properties, adding that the Supreme Court

<sup>59</sup>Ibid.

<sup>60</sup>Bengal Revenue Consultations, Range 64, Volume 67, Proceedings of 28 May, 1845, No. 72.

<sup>61</sup>Bengal Revenue Consultations, Proceedings of 28 May, 1845, No. 74.

order applied, if at all, to the properties of Calcutta only. He also claimed to have been empowered by the Will of the deceased Raja, and suggested that the Registrar might be advised to leave the matter to the Judges of the Supreme Court, till the Court of Wards, in defending the case, would put forward their argument in the matter. Cecil Beadon accepted the situation and sent Sir T. E. M. Turton a copy of the letter.<sup>62</sup>

Preparation for stopping the Commissioner and the Collector of Murshidabad from raiding the Cossimbazar house from time to time started on 24 Baisakh, 1252 or 5 May, 1845. Digambar Mitra was granted a power of attorney to represent the Rani to the Registrar, Supreme Court and for taking the inventory of goods at Cossimbazar. On 28 Baisakh (9 May) a power of attorney was granted to Strettell for the *Stridhone*\* suit, he was paid Rs. 600 for going to Cossimbazar and back on 30 Baisakh (11 May). Mathuranath Banerji who was to be present at Cossimbazar during the 2nd raid of the Collector, Money, on 15 September, fell ill with blood dysentery on 23 Sraban (6 August), when Digambar Mitra gallantly took up the assignment and was present during the raid. His main function was to warn the Collector that he was out of bounds of legality which was confirmed by the letter that Rani Swarnamoyee signed herself on the 31 October, 1845. When the Collector Money carried on his next raid on 15 December, nobody offered any resistance to him.<sup>63</sup>

Taylor, the Commissioner wrote to the Board on 5 January, 1846, that Money had brought from the *zenana* three boxes containing the Raja's property. He confirmed that none of this property was to be sold till the decision of the Supreme Court regarding the validity of the Will left by the Raja. He also enquired whether the expenses of the worship of the family deity stopped by the Board order of 4 October should now be paid to the Rani. The Board, generous in triumph, agreed to all the suggestions including releasing the expenses for the worship of the family idol.<sup>64</sup>

On 6 Magh, 1252 (17 January, 1846) Strettell was advanced Rs. 3000 for filing the suit.<sup>65</sup> Strettell wrote a letter to Money, the Collector,

<sup>62</sup>Ibid., Nos. 75 and 76.

<sup>63</sup>Maharani Swarnamoyee's books of accounts of 1252 and 1253, Op. Cit.

\*Stri-wife, dhone-property or wife's property.

<sup>64</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of January, 1846, Nos. 19 and 20, Range 86, Vol. 49

<sup>65</sup>Maharani Swarnamoyee's books of accounts of 1252 and 1253. Op. Cit.

on behalf of the Rani, informing him that a suit had been filed, charging him of trespass, in consequence of his having removed the property from the house at Cossimbazar and carrying away from the *zenana*, the inner apartments of Rani Swarnamoyee certain property to a very considerable amount. 'I have therefore instructed the Sheriff of Calcutta to forward a copy of the summons to you.' The Sheriff W. McKellgan sent on 29 January, 1846, to William James Henry Money, the summons dated 26 January, 1846. On 2 February, Taylor informed the Board about the suit. On 9 February, the Board replied that the defence of the Collector had been arranged. Swinhoe, the Solicitor of East India Company wrote on 31 March, 1846 requiring that Money be ready with the evidence of the following :—

- (1) The original letter or application or petition from the plaintiff to the Revenue authorities asking to have the property in question re-inventoried.
- (2) Of the property seized and removed being the property of the late Raja Krisnanath Roy and of his habit of keeping his jewels, monies etc. in the *zenana*.
- (3) Of the plaintiff being at the time of marriage possessed of no property and being of a poor family.
- (4) Of the persons who assisted on either part in making the two inventories in question.

He further pointed out that to establish these points it would be necessary to secure the attendance of two or three principal officers of the Raja, who had the charge of his personal effects and of the persons who took the two inventories. He also asked for all original lists, accounts, inventories of the accounts to be kept ready for production. He informed that the plaintiff's counsel have applied to bring the cases to trial, if possible within the ensuing week. The manager, on behalf of the Rani, had informed Swinhoe that with a view to expediting the progress of the suit, special dawks had been laid that would be available to the opposite party also, to produce the persons who might be required for evidence. Taylor, the Commissioner, agreed with the Board that the weakest part from their point of view was to find, 'persons at Cossimbazar or within your jurisdiction belonging to the late Raja's establishment, who could bear witness that the property removed by you from the *zenana*

apartments, belonged to him and that it was his habit to keep his jewels, moneys there.' The Collector got hold of Ramlochan Lahiri and Sriram Singh from the Raja's establishment and the head writer of the Collectorate, Gangacharan Sen and his assistant Radhacharan Poddar, who had helped in preparing the inventory, sending all four of them by boat. Swinhoe was informed that all papers necessary for the suit had been sent out him.<sup>66</sup>

Harachandra Lahiri was not sitting idle, he laid all the papers of the Rani before the Advocate General Leith asking for his opinion and paying him the princely fee of Rs. 5000 on 7 Magh, 1252 or 19 January, 1846. He also paid counsel T. C. Morton a fee of Rs. 1000 on the same day for assisting the Advocate General.<sup>67</sup> Later, when Leith was approached by the Board of Revenue, he opined that the case was extremely weak for the Board. He wrote that it would be necessary according to the act, to show that the Court of Wards had a judicial and legal authority to direct the Collector to lead his way into the *zenana* and to carry away the property. As it was, the situation seemed pretty bad. He advised the Board, 'Under the circumstances, I cannot but think that if the Ranee can be brought to reasonable terms, it would be very desirable to accede to them and I think it would be but reasonable to let her have all that she can shew a plausible claim to as Stridhone. The evidence that has been already taken under the commission.... establishes that at least C Rs. 20,000 were presented to her on her marriage and therefore falls distinctly within the description of Stridhone. The title to the ornaments would be determined far more satisfactorily by arbitration than it can ever be in this action.' He strongly suggested the Board to compromise the case with the Rani without any further delay. The Board was in no mood to compromise and argued that what the Court of Wards did was the right thing to do, which they did not consider a criminal act, nor an act of prejudice against the widow. They appealed to the Governor-General in Council for orders.<sup>68</sup>

The Board took another line of approach. Forwarding the papers to Swinhoe on 8 April, they now said that it was the Rani who wanted the

<sup>66</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of February, 1846, Nos. 9, 10, 11, 12, 13, 14 and 30; of April, 1846, Nos. 3A, 3B, 22 and 23. And Bengal Revenue Consultations, Range 65, Vol. 1, Proceedings of 25 February, 1846, No. 29.

<sup>67</sup>Maharani Swarnamoyee's books of accounts of 1252 and 1253, Op. Cit.

<sup>68</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of April, 1846, Nos. 4 and 5.

second inventory and also that she admitted that the house was under the Court of Wards, so the entrance of one of its officers there, could not be held as tresspass. Swinhoe was also sent Rs. 4000 and was asked to pay the subsistence allowance to the witnesses.<sup>69</sup>

The Advocate General had advised wisely as through the examination on commission of Kartri Maharani Susharmoyee which was held in the Mirzapur house and of Rani Harasundari which was held in the Jorasanko house, the total amount of money and jewelleries belonging to Rani Swarnamoyee steadily rose. Both the Ranis were old campaigners and asserted their figures with authority. Harasundari was particularly abrasive and taunted the Board's counsel by saying that they were attempting to steal a little girl (Swarnamoyee was at this time 18 years 4 months old.).<sup>70</sup>

On 9 May, 1846, the Collector of Murshidabad was informed by the Board, 'The Supreme Court having decided in the suit brought against you by Ranee Surnomoyee, that the property removed by you from the the Malkhana of the Rajbaree of the late Raja Kissennath Roy at Cossimbazar is to be restored to the above mentioned Plaintiff.' They ordered, 'You will lose no time in despatching the whole to Calcutta consigned to them in order that it may be made over exactly as it was taken. It will be necessary for the protection of the property to send it under a suitable escort of sepoy and as the 15th June is the date fixed for the restoration, it is desirable that the property should reach the Board as much before the date as possible.' The Board of Revenue informed the Government of Bengal on 29 May, about the outcome of the suit, adding that the Supreme Court had also granted damages of Rs. 2 lakhs against Mr. Money which might be reduced to nominal damages, on the restoration of the property removed, to the Rani by 15 June, 1846.<sup>71</sup>

Money wanted to know whether the property would be insured for Rs. 2 or Rs. 3 lakhs. Taylor was also informed. The Collector was understandably both confused and flustered at this insult to his authority. Money informed on 19 May, that the property removed from the *zenana* was despatched by land under the charge of 1 *Jemadar*, 2 *Habildars*, 3

<sup>69</sup>Ibid., Nos., 12 and 25; of May, 1846, Nos. 7 and 8.

<sup>70</sup>Depositions on Commission of Kartri Rani Susharmoyee and Rani Harasundari.

<sup>71</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1846, Nos. 13 and 35.

*Naibs*, 24 Sepoys headed by the *Jemadar* of the Collector. He further informed that the property was in 4 iron and 4 wooden chests and a *petrah*. On 2 June the Board informed the Government of Bengal about the safe arrival of the property. Swinhoe was up to mischief again suggesting whether it would be expedient to have some of the jewels examined by English jewellers, so that they might be used as evidence of the articles that were delivered. Strettell did not give them any chance to do so, but informed that Harachandra Lahiri and William Jones Denman had been authorised to accept the properties on behalf of Rani Swarnamoyee the next day, 6 June at 12 noon sharp. The Government of Bengal advised the property to be kept in the general treasury. Plowden desired that a notice should accompany the property when delivered, remarking that the Court of Wards at all events believed that the property belonged to Kissennath Roy, deceased and his Will, now in dispute be upheld, measures would be taken by the Government to get from her such jewels as she would be accountable for. The solicitor was asked to inform the plaintiff's attorney that the authorised persons must be ready to receive the property at the general treasury on Saturday next, the 13 June, 1846 at 12 noon. After delivery of the property Strettell forwarded the bill of cost amounting to Rs. 3394-4-6.<sup>72</sup> The Rani received the total amount of Rs. 81,116 as her *streedhone* on 18 June, 1846 (5 Ashar, 1253) of which she immediately paid Harachandra Lahiri the sum of Rs. 5000.<sup>73</sup> Soon afterwards the allowance for the maintenance of the Deity, which was in arrears from October, 1845, was restored to the Rani. The Board requested the Collector to make over to the Rani or her duly constituted attorney, the plates, utensils etc. required for the family worship in Cossimbazar.<sup>74</sup>

The first round of the battle was over. Swarnamoyee emerged victorious. A girl of 18 winters, she had humbled the all powerful East India Company represented by its Collector of Murshidabad. She knew perfectly well that this was only the preparation for a much bigger battle, if she lost the suit of the Will, all her gains would vanish in a moment and all the powers at the disposal of the East India Company would be released to obliterate her from the face of the earth. Her survival

<sup>72</sup>*Ibid.*, of May, 1846, Nos. 14, 20, 21 and 41; of June, 1846 Nos. 8, 9, 15, 16, 17; of July, 1846, Nos. 21 and 22.

<sup>73</sup>Maharani Swarnamoyee's books of accounts of 1252 and 1253, *Op. Cit.*

<sup>74</sup>Bengal Sudder Board of Revenue, *Misc. Proceedings, Wards*, of October, 1846, Nos. 7, 8 and 9.

depended on winning the suit of the Will. She wanted to fully understand the Will. She got hold of the counsel Hedger, though he was pleading the case of Keshabchandra Sircar, and requested him as he was well versed in Bengali to explain the Will which though originally in Bengali had been translated into English by the translator of the Supreme Court. Hedger translated it into Bengali on 5 Jaistha, 1252 or 17 May, 1845. He was paid Rs. 100 for the translation and also through Harachandra Lahiri Rs. 304-13-0 and Rs. 50 for consultation.<sup>75</sup> She then requested her husband's friend Nabinchandra Mitra to get the Bengali rendering translated into English by no other person but Iswarchandra Vidyasagar. It was this version she used in her defence and appeals.<sup>76</sup>

First, therefore let the official version of the Will be read then it will be easier to understand the complicated structure of the contest where first three and then five parties were contending against each other. The first three being Keshab Khansama or Keshabchandra Sircar, the Raja's servant, the East India Company and Rani Swarnamoyee, the widow of the deceased. The other two, who joined the contest in 1846 were the Ecclesiastical Registrar of the Supreme Court and the Court of Wards represented by the Secretary, Board of Revenue. The sixth party, the Crown, hovered in the wings and fortunately never emerged in the open. Leith and later James William Colville as Advocate General both were reluctant to pursue the suit. They felt that it would be much dignified if the administration of the estates were left to the Rani pending the outcome of the litigation. They feared that many disagreeable subjects would come up during the cross-examinations and if the East India Company were smeared, it could do them more harm than good.<sup>77</sup>

Let the facts therefore be again recapitulated here. The first Will of 'Raja Kristonath' was signed on 7 January, 1841, in the presence of subscribing witnesses who were all well known in the Supreme Court circles, Sir T. E. M. Turton, Baronet, T. C. Morton and Mr. Balcquire. In this Will the Raja authorised the Rani to make six consecutive adoptions, if he should die without a male issue and in failure of them for the establishment of a college to be superintended by the Government.

<sup>75</sup>Maharani Swarnamoyee's books of accounts, 1252 and 1253, Op. Cit.

<sup>76</sup>Evidence of Nabinchandra Mitra in the Supreme Court. And Subalchandra Mitra, Iswarchandra Vidyasagar, a story of his life and work. (1902,; Rep. 1975) p. 157.

<sup>77</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1845, No. 81.



Mr. C. G. Strettell, his attorney and Mr. W. S. Lambrick, his former tutor were appointed executors. The original Will was left by the Raja with Strettell till the Raja committed suicide when it was surrendered to the Registrar's office. In 1842 the Raja took a copy of this Will and made some changes. Strettell as usual incorporated such formal clauses as the revocation of all former Wills. This Will was also duly executed in the presence of Mr. Duff and a native doctor Nabin Chandra (or Nabinchandra Mitra). Strettell and Digambar Mitra were named as executors. The Raja kept this Will with him and nobody ever saw or heard about this Will again. Both the first and second Wills were in English.

The third Will was in Bengali and was signed by the Raja on 30 October, 1844, in front of three witnesses who also signed without reading the contents, namely C. G. Strettell, J. D. Herklots and Dr. Robert Young. Keshab Sircar reminded the Raja about putting his signature, bringing him pen and ink. The next day afternoon, the Raja shot himself having left his Will with his mother, Rani Harasundari. After his death at least four persons were known to have read the Will who were Dwarkanath Banerji, Srinath Chatterji, who discovered the dead body and later joined the services of Rani Swarnamoyee, Dwarkanath Tagore, Rani Harasundari's adviser and W. N. Hedger, her counsel, who knew Bengali well.

On 22 January, 1845, the officiating Secretary laid before the Board a translation of the Will of Raja Krisnanath Roy.

### **The Will**

"I, Sri Rajah Crishnanath Roy Bahadur, zemindar of Pergunnah Cantonugger and so forth within the Province of Bengal and Behar, inhabitant of Cossimbazar in Zilla Moorshedabad write and make this Will :—

Directions for the disposal and management of my zemindaries, that is landed property, talooks subject to the payment of Revenue and so forth and dwelling houses and gardens and tanks or any other property and Toyjees, i.e. furniture and wearing apparels and jewellery and gold and silver and brass and bell metal and stone and so forth metals or stones or clothes whatever there is belonging to me in my own name or that of

other persons, movable or immovable, on my decease and rules to be observed under different circumstances are laid down in the different paragraphs of the Will or Onoomotee Puttro, according to which directions everything is to be carried into effect.

'1. Paragraph One. After my decease the expense attending my first Sraddha ceremony shall not exceed Rs. 12,000, twelve thousand Rupees. And at the Sraddha which takes place on the expiration of one year which is denoted Sopindi Corun (*Sapindakaran*), the expense incurred shall not exceed 9000 Rs.

A statue in stone shall be formed after my picture which is in my Bythakkhana (*baitakkhana*) at Banjatiya and placed in that Bythakkhana.

My annual Sraddha shall be performed every year according to the established usage of our ancestors and the Sraddha etc. of my ancestors shall be performed in the same manner as they have been performed every year but the expense shall not exceed the established rates thereof.

'2. Paragraph Two. At present I have no son but only one daughter. If at the time of my decease, my wife Sreemoti Sarodasoondory Dossee\* has expectation of bearing a child and when the full time arrives a son be not born but a daughter in such a case I direct that my wife Sreemoti Sarodasoondary Dossee, shall proceed to Gya (*Gaya*) and perform my Sopinda Coron Sraddha or Botsor Kirte (*Batsarikkriya*) that is the ceremony to be performed 12 months after my decease. The expense attending which and her journey there and back again shall not exceed 30 thirty thousand

\*Swarnamoyee, meaning the 'Golden girl' was considered to be too secular a name in the Vaisnab house, so her name was changed to Sarodasundari, meaning Saraswati, the goddess of learning, who is also considered to be a consort to Visnu one of whose incarnations is Krisna. The name also conformed to the names of her mother-in-law Harasundari and sister-in-law Gobindasundari. Swarnamoyee never accepted the name, and protested vehemently at the first letter written by Plowden, the Secretary to the Board of Revenue. She always preferred and was known by the name given by her loving father.

Her other sister Madhumoyee, meaning the 'Honey girl' after her marriage wanted that her name also sounded similar to her sister. So with the consent of her middleclass in laws she changed her name to 'Madhusundari' meaning the 'Honey Beauty'. When Swarnamoyee totally discarded the name Saradasundari after the suicide of the Raja, Madhusundari was stuck with her name. Srinath Pal, a son of Madhusundari and the first manager of the Raj Estate, did some amends by calling his palatial building in Mirzapur Street, Calcutta, 'Swarna-Madhu kutier,' or the cottage of gold and honey. The house is now a hotel.

\*The Italics are biographer's.

Rupees on any account after which she will cause a Sri Sri Iswar Sheeb Thakur temple to be erected at Sri Sri Iswar Cashee (*Benaras*) of stone in Gothic style at the expense of one lack of Rupees, by an experienced English gentleman, which when completed, she will immediately have handsome images of Seeb and Goury (*Shiva and Gauri*) established therein, the expense attending which said establishing and my wife's travelling charges shall not exceed fifty thousand Rupees for the establishing and 10 ten thousand Rupees for travelling charges.

For the monthly and yearly expenses that will be incurred one half of the income of my Jagheer at Gazeepur was allotted by my ancestor for the establishment of Sri Sri Ishwar Brindabandham, which for the purpose of defraying the expenses of the Seeb (*Shiva*) established by me shall be divided in equal shares, four annas to the worship of Brindaban and remaining four annas to the worship of Sheeb of Cashee and my name and the name of my wife and the year shall be inscribed on that temple and the remaining half of the profits arising out of my Jagheer in Gazeepur entitled Doohabehara shall be allotted to defray the expense attending the ancestral worship etc., at my house at Cossimbazar, which worship is to be performed in my ancestral dwelling house in Cossimbazar and that worship and so forth and the marble hall and pooja house where Doorgotsava (*Durgotsab*) is performed, these two compartments of the dwelling house, as long as my wife exists shall be under her control after which my Sri Sri Ishwar Gooroo Deb and his descendents, generation after generation obtain money from the income of the above Mehal and perform the said worship and render a monthly and annual account thereof to the Collector of Zilla Moorshedabad and not make unnecessary or wanton expenditure in any account whatsoever, who ever does so will be punishable for the same. He must on no account think that the said Jagheer mehal has become his, but consider himself only Curmochari (*Karmachari-officer*) or manager of business. Should he act improperly in any manner some other person shall be appointed through the intervention of the Court of Wards and his worship carried on in the above manner and no one whosoever will ever at any time have the power of mortgaging or selling the said Jagheer Doohabehara and they will consider this to be equally applicable to the two compartments of the Cossimbazar dwelling house.

'3. Paragraph Three. At the present time I have one daughter living. In the event of my dying before a legitimate son is born to me, I direct

in such case that if at the time of my decease my wife Srimoti Sarodasoondory Dossee be pregnant and at the full period a son be born it is well. He shall be my heir and successor. But in the event of a son not being born and daughter being born, my wish and direction is that, there is no necessity to take any son into adoption and in the event of a son being born and dying before he attains full age, that is the full age of eighteen years in such case a Duttoc (*Dattak*) putro, that is an adopted son shall not be taken on any consideration whatsoever.

'4. Paragraph Four. I give this further directive to my wife Srimoti Sarodasoondory, that she must never conduct herself in any manner contrary to the established usage of the family. In the event of a son being born to me she will ever continue to live with him united in meals at the Rajbatty on peaceable terms and pass her life in peace and quiet.

But should it happen that she quarrels with my son and through the advice of evil persons excites discord in consequence of which a number of suits be instituted and thereby cause detriment to my Estate in the manner that my mother Thacoorany has quarrelled with me and caused me to suffer great loss in money and effects etc. If my wife quarrels in this manner and quits the house, she must immediately proceed to Sri Sri Brindaban and remain there the remainder of her life and not receive more than a monthly allowance of three hundred Rupees. And in the event of her continuing to live in this country, that is Bengal, she shall not receive more than one hundred Rupees monthly on my account. But if she continues to reside in the Rajbati according to the established usage of the family without exciting quarrel and dispute, shall certainly receive food and raiment agreeably to the established usage of the family. And if she should wish to perform a pilgrimage to Sri Sri Juggernath Kshetter (*Jagannath Kshetra i.e. Puri*), she shall receive fifteen thousand Rupees for defraying the expenses of attending the same.

If a son be born to me and attain his full age and not supply my wife with food and raiment and maintain her, in such case in the event of there being no fault on the part of my wife, she shall receive what is directed above. And if my son quarrels with and gives her annoyance without any fault on her part, in such case my wife Srimoti Sarodasoondory shall have a dwelling house for her residence and one thousand Rupees monthly.

This rule is to be considered applicable to the period when the son of my body shall have attained full age and not to that of nonage, that is during minority.

'5. Paragraph Five. I hereby direct that if a son of my body should be living in such case, my entire estate, property fixed and movable in my own or in the name of others, the whole of my zemindaries and so forth will remain under the control of Court of Wards and the expense attending the establishing of the religious worship etc. directed by me in the second paragraph hereof shall be defrayed from the income of that Jaygeer Mehal or from the income of some other mehal in like proportion. The 2 two compartments of the Rajbati shall remain in the same state as they now are and not be placed under the charge of any person and my wife defray the expenses thereof and when the son of my body attain full age, he will do so according to the established usage.

The purpose of my directing in this manner is that in the event of my being childless, that is without a son, affairs should be carried on agreeably to the directions given in the said second paragraph. And all the other dwelling houses that remain shall be sold and the proceeds thereof realised but such shall not take place as long as my wife is in existence.

'6. Paragraph Six. I hereby direct that my wife shall cause my daughter's nuptials to be celebrated under her own management and control and have her married to the son of a high cooleen (*kulin-privileged clan*) of good disposition after having caused the said cooleen's son to be well educated in reading and writing and cause my daughter to be instructed in reading Bengali and English and educated in like manner, till the individual that becomes my son-in-law, after which the expense attending the marriage of my daughter is not to exceed 7/8 seven or eight thousand Rupees and she will cause my daughter to be married when she shall have attained eleven years of age, and after that cause my daughter to receive instructions from a teacher, until she attains her eighteenth year of age. And she shall also place the individual that shall become the son-in-law, for education at the Hindoo College at the town of Calcutta. When my daughter attains full age she shall receive five thousand Rupees as the price of a dwelling house and fifty thousand Rupees in cash and not receive any thing further and live separate and

will not have any claim herself or any one belonging to them at any future time whatsoever.

'7. Paragraph Seven. I direct that not more than 10 ten thousand Rupees shall be expended at the marriage of my son and that the marriage of twelve Brahmins of the village shall be first caused to take place and after that the marriage of my son. I fix the sum of five hundred Rupees for the marriages of those 12 Brahmins, the expense of some thereof may exceed five hundred Rupees and for others fall short thereof. But this six thousand Rupees is not to be considered to be as a part of the the above ten thousand Rupees.

My son is to be married when he is fifteen years of age and with respect to the female child that is to become my daughter-in-law, I direct my wife to select a highly respectable Cooleen daughter that is very handsome and cause her to be very well educated that is instructed in Bengalee and English reading and writing and then married.

'8. Paragraph Eight. I direct that if I have a son begotten of my own body after my death, in such case the whole of my property that is zemindaries, Taluks and other fixed and movable property in my own name and the name of others etc. whatsoever there is and be left remaining, the whole of the said property and so forth shall remain under the Court of Wards as long as my son shall continue a minor, that is, not attain his full age, from the produce of which sixty thousand Rupees and no more shall be allowed annually for the expenses of my family besides the charges for the education of my son and daughter, which shall be fixed by the gentlemen of the Sudder Board of Revenue according to their judgement, and they will direct the supply of books and such other articles as may be required from time to time and when my son shall have become of age, that is when agreeable to the regulations he shall have completed his eighteenth year, they will give him the whole of the zemindari and so forth, but shall on no account give him the cash which is accumulated after defraying the expenses during his minority until he shall have attained his twentyfifth year because that in the age of eighteen a person is not in possession of his full understanding and steadiness of mind, for which reason I have made this stipulation. But the event of my son, after he shall have become of age, that is completed his eighteenth year, shall with the said money wish to purchase any zemindarry yielding a good profit or to take into mortgage a zemindarry under a conditional

bill of sale from any individual, the gentlemen of the Court of Wards will supply what is required to effect the same from that money and when he attains his full age, should the said gentlemen be of opinion that he has not completed his education and is sound of judgement, he will continue to be considered a minor until such shall take place. An Englishman and an assistant shall be appointed for the purpose of instructing him in Bengallee and English and a Pundit and a Gooroo Mahashoy for the purpose of instructing him in arithmetic. A house shall be hired near the house of the Collector of Zilla Moorshedabad in which he shall study from the hour of 10 to the hour of 5 daily and repeat what he has learnt weekly to the said gentleman, that is, be examined by him and he will also undergo an examination by the Commissioner and Agent of the place every six months. He shall receive instruction associated with 7 or 8 youths of respectable families of that Zilla, that is Moorshedabad, that by the competition with them his studies will be more effectual.

And during the last two years, the above gentleman will appoint an able Moulavy to instruct my son in the Ayeen (*law*), that is the Government Regulations and the Persian language, that is that he may acquire a slight knowledge of the language and nothing further. But after he shall have been instructed in the English language if he can be instructed in the French language and reading and writing the same during the said last two years in the same manner as in Persian it will be so much the better. I therefore humbly entreat the said gentlemen, if time admits of it and it be not detrimental to his other studies, that they will cause my son to be perfectly educated, because the sons of opulent persons of this country are in general ignorant and being puffed up with pride from their wealth, oppress others. I therefore entreat that he may only receive food and raiment until he attains his sixteenth year and from the age of 14 years, one hundred Rupees monthly, as pocket money and from his sixteenth year until he attains his full age, 500 five hundred Rupees as pocket money, but if in his monthly, six monthly or annual examination he does not give satisfactory proof of his learning, his pocket money will be reduced in proportion.

‘9. Paragraph Nine. I most earnestly entreat the British Government of this country to extend their kindness towards me with regard to the following point which is that, in the event of my not having a son of my body born or if born he should die, they will take possession of the whole of my zemindaries, fixed and movable property and with the exception

of gold and silver, brass, bell metal, stone and other metals and articles made of stone and so forth and furniture which are at my house at Cossimbazar, that is the furniture of my Banjetaya house, sell everything that is left at the time of my death and purchase good zemindarry with the produce thereof.

Of the whole of the zemindaries belonging to me, I have allotted the Doocha Behara Jaighir that is in the Ghazeepur Zilla for my own and my ancestral religious worship. All the other zemindaries have been let out in Puttney (*Pattani-lease*) or under farm save and except Baharbund Gola and Kismut Bhitarbund and Kismut Goyburry in zilla Rungpore. I therefore pray that they will appoint one or two well experienced learned and impartial gentleman of the civil service as special Commissioner for the purpose of effecting the measurement, assessment and settlement thereof after which whatever profit remains after paying the Government Revenue out of the collections realised under such settlement from the said mehal and also from other mehals, shall be applied to the establishment of a College, that is, a School in my name that is to be entitled, "The Crishnanath University of Banjety", in my large two storied house and two lower roomed houses at Banjaty, in which school, due instruction shall be given to children in English, Latin, French, Sanskrit and common Bengalee and the Persian and Arabick languages and sciences; and near the said house a Hospital shall be established and an experienced physician appointed thereto and an experienced English gentleman and proper Natives appointed to the Hospital to manage and carry on the business thereof.

And if I have a son in such case also they will cause the measurement, assessment and settlement of Baharbund and other Pergunnahs situated in Zilla Rungpore to be made by a special Commissioner.

Should I not have a son, I humbly solicit the Government to sell all my property before mentioned in the usual manner and place the interests of the proceeds thereof and the whole of my zemindaries under the charge of Collectors of the different zillas and that the British Government will through kindness towards me take my above mentioned College and Hospital under their own control and defray the expenses thereof from the residue left after discharging the Government Revenue. And the due examination, education and proper management of the children as are unable to provide for their own maintenance while



carrying on their studies, what they consider suitable to their respective circumstances and not remove the College from Banjetaya house to any other place but cause the various sciences and mathematics to be taught there.

'10. Paragraph Ten. I direct that so long as my wife shall be living, she shall receive a monthly allowance of fifteen hundred Rupees, provided no son be living and she continue to reside in the dwelling house at Cossimbazar and in her death the said money shall be appropriated to the College.

I have a very confidential servant named Sri Kesobchunder Sircar to whom, that is, the said Kesobchunder Sircar one lac of Rupees shall be paid after my decease from the profits arising out of my zemindaries under the Court of Wards, as soon as the same shall have accumulated. The said individual is a very confidential servant of mine for which reason I have directed and ordered this money to be given to him in order that he may ever live in happiness and the said individual shall receive a monthly pension of fifty Rupees to be continued to his sons and grandsons but none beyond grandsons shall receive the same; they will also give the said Kesobchunder Sircar the Kharija Chotee (i.e. alienated portion) of Shergur Pergannah and Balliapur situated in Junglemahal in Puttnee tenure, the Sadar Malgoozary or Government Revenue of which mehal is sixteen hundred Rupees, which said mehal shall be given to him in Puttnee at a Jumma of Fifteen thousand Rupees, but the price to be paid for the said talook must not exceed one thousand Rupees, as I have fixed the price thereof at one thousand Rupees and no more.\*

'11. Paragraph Eleven. I have the following Khas, that is very favourite horses whose names are Sultan, Napoleon and an iron grey

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\*I cannot help commenting here that the pattern of the Will particularly in this paragraph and the next are very much similar to the Wills of some members of the affluent classes who lived in Calcutta in the nineteenth century. A famous attorney of a well known old and established firm who made a study of many of these Wills, said that the proforma was almost the same in each of them except for variations in detail. For the sake of fun he even dictated the usual form:—"To my wife Kumudini I leave Rs. 5000/- to be invested in Company's papers at 3% interest and that interest be made available to her minus the cost as long as she remains chaste and do not fall a prey to Vidyasagar's widow marriage schemes. She may be allowed to live in the house of our joint family till her death. To my friend of pleasure Amodini I leave my three lakhs of Rupees in the bank, my house on the river (Ganges) bank at Ghusuri, my decorated paliki which was used in my marriage, my silver water pipe and golden knobbed walking sticks ..." etc. etc. etc.

The only difference was that in the above cases, the beneficiary was a woman of pleasure, in the case of Raja Krisnanath Bahadur, it was his young man servant,

English horse named Monkey, and four iron grey Arab horses that go in fours, these seven horses and a small buggy and a drag for driving four horses which has no top, that carriage and Secunder Grij, Chandtara and chhute Bachcha (or small young one), the three elephants and six new double barrellled guns by Smith and a double barrell tube gun commissioned by Mr. Bateman and two pistols, I give unto Kesobchunder Sircar.

The said individual shall not have authority to sell the same but only keep them for his own use. He will also take into his use a single barrellled rifle the maker of which is Long. But as long as the elephants and horses are living, they shall be supplied with food from my sircar i.e. establishment. The said individual will use the said elephants and howdahs and horses with their saddles and bridles as also the carriage horses with their harness.

I also give outright unto him that is the said Sircar, a lower roomed pucca house which I have at Panchanan Tolla and should I not have a son, in that case such of the following articles, that is my diamond star and diamond guard chain and 2 two common gold watch chains and two very small watches made by McCabe and a diamond ring appertaining to the above star and a chain of excellent large pearls, seventy or eighty in number and one large musical box and gold and silver plates to the value of ten thousand Rupees as he selects and all the furniture of my Banjatya house consisting of chairs, couches, tables, cots, large and small, pictures and 2 two lustres of 6 candles and two of eight candles and one of twelve candles and sixty pairs of wall shades, that is twenty brackets, the value of all of which articles is about eight thousand Rupees. All these articles after my death are to be given without delay, but the diamond star and pearls that is, the above mentioned jewellery in the event of my not having a son or if I have and he dies before he becomes of age while young, that is, before he attains the possession of the estate during minority, in such case, the said Kesobchunder Sircar shall have the said articles.

There are two lakhs of Rupees more or less, deposited in the Supreme Court for the monthly allowance of my grandmother which after her, that is, my grandmother's death, shall be paid to the said Kesobchunder Sircar and the money which is deposited in the said Court for the monthly allowance of my mother, shall after the death of my mother be held by

the Company and the blind, lame and crippled, supplied with food daily from the interest thereof. On the death of my grandmother, the above two lacs of Rupees more or less shall be given to the said Sircar without delay. I withdraw all title which I have therein and make over the same to the said Kesobchunder Sircar.

If I have a son and he should after my mother's death wish to obtain the money that is in deposit for the monthly salary of my mother, he shall not have the same on any account whatever. The said money shall remain in deposit with the Company and helpless persons of the before mentioned description supplied with food from the interest thereof.

'12. Paragraph Twelve. I direct that if there be a son after my death in such case my wife Srimoti Sarodasoondory Dossee and another and proper person from whom security should be taken shall be appointed Wasee Wallee, that is, Executors, who will collect together my moneys in cash bonds etc. so forth and the same shall be deposited with the gentlemen of the Court of Wards to be invested in Company's papers after which, when my son attains his full age, he will in the usual manner, before directed, receive the entire Estate. If I have no son then the directions I have given in the different paragraphs hereof shall be carried into effect.

I have therefore written these Twelve Paragraphs with my own hand after a mature consideration and entreat the persons, that are entrusted with the management of my affairs not to act unkindly towards me, but carry into effect all that I have herein directed, truly and faithfully.

And I most humbly and earnestly entreat that the British Government will pay strict attention to the directions given in this Will and kindly act in such manner as may prevent the frustration of my intent and directions and display their kindness in such manner as to cause the same to remain undisturbed for ever more so as that, not a single letter of what is herein written be deviated from.

This my Will and Testament is completed in these Twelve Paragraphs. The year 1844, date, the 30th thirtieth October, Wednesday, at Calcutta.

These Twelve Paragraphs have been written with my own hand and there is not a single letter in the hand writing of any other person except

the names of the witnesses that shall be written. That alone is in the handwriting of different persons." Certified to be true copy.

Exhibit D: Affidavit of Keshobchandra Sircar sworn on 22 January, 1845. A true translation of the annexed paper No. 18083.

"To the virtuous Srijut Kaisobchunder Sircar, will know that in my wooden portable box, the money and notes that there are and the 2 two very small watches that I have in use, which I purchased three or four days ago and the chain, those I hereby give you and in my box, the key of the iron chest that there is in that the gems and the diamonds that there are belonging to different persons respectively, you will give those to them and the large Manick or ruby that I bought from the shop of Hamilton & Co. which is in the said Dibbah or box, you will deliver that to them and my Will that I wrote and put in the box there, delivering that with great care to Vakeel Strettell Sahib and taking his receipt and a true copy of the same, that is, taking out Probate thereof, you will keep in your own custody. Let there be no deviation herein. Year 1844, the 31st day of October, signed Raja Kristnath Roy." Again "The key of my box will remain with Srijut Kaisobchunder Sircar, if that is done, there is no fear of any article being lost. The said Sircar is one in whom I place great trust and I have kept the whole of my property in his custody and never had occasion to be distrustful and no Neekausee or clearance shall be exacted from him, because I love him equal to my son or even more, for this reason I have given him the said money and given my commandment to give him the same. Signed Raja Kristonath Roy."<sup>78</sup>

It was said during the deposition of the witnesses and the cross examination of Rani Harasundari in commission at the Jorasanko house, that the first person to read the Will was Dwarkanath Tagore, whom the Rani had summoned to the house after the suicide of Krisnanath. It is reported that Dwarkanath on reading the Will had laughed loudly. It was however no laughing matter to the family. Rani Harasundari never revealed whether the Will was explained to her. It will never be known either why did Dwarkanath laugh? Did he feel that the Will was utterly childish as to ensure mirth, or did he feel that the family which had been once his benefactor and for whom he had once devoted his time and energy, was now going to be disintegrated as the result of the Will. Lately

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<sup>78</sup>Bengal Sudder Board of Revenue, Wards, of January, 1845, No. 13 'The Will of Raja Kristonath and associated papers.'

he had not been in good terms with the young Raja, though the mother of the deceased consulted him regularly.

The circumstances of the suit was not only complicated but had many facets as well. The evidences show that almost every movement of the young Raja was witnessed by different persons except the moment of actual shooting. Srinath Chatterji found him immediately afterwards with what he described to be a wet red handkerchief over his face, which he soon discovered was the dead Raja with blood all over his face. An inquest was held upon the body from 1 to 11 November, 1844, the verdict was "Felo de se", by which all his properties vested in the Crown according to the English law. The Magistrate of Murshidabad was ordered to take possession of all his properties on behalf of the Crown, but on 16 November, the Board of Revenue issued orders to the Commissioner of Murshidabad to take possession of all his real and personal properties on behalf of the Court of Wards. On 22 January, 1845, Keshab Chandra Sircar applied to the Supreme Court for the Probate of the Will. This was almost immediately opposed by the only widow of the deceased, Rani Swarnamoyee. On 27 February, 1845 Keshab applied for letters of administration which was opposed by Plowden on behalf of the Court of Wards. On 24 April, 1845, "*Letters ad Collegendum bona*" were granted to the Registrar of Supreme Court with the consent of all parties, i.e. the Board of Revenue representing the Court of Wards, the widowed Rani and Keshabchandra Sircar. On 26 April, Rani Swarnamoyee filed a suit in the Supreme Court against Keshabchandra Sircar. The Board of Revenue soon afterwards held that the order of the Supreme Court held good only for the properties in Calcutta which was under the jurisdiction of the Supreme Court and not to the properties and treasures in the muffusil.

On 7 May, 1845, the Supreme Court moved by an application of Keshabchandra Sircar ordered the Registrar to sell the horses, elephants and other properties of the late Raja. The Court of Wards made no order respecting the property in Calcutta but refused to give possession of any property situated in the muffusil to Judge, the attorney to the Registrar. They however sold the horses, dogs, elephants, cattle and livestock on 16 June, 1845, at Berhampore unheeding the letter of Turton, the Registrar, asking them to withhold the sale. It was therefore under the above circumstance, the Registrar moved the Supreme Court. On 14 May, 1845, Swinhoe, the Company's solicitor forwarded a judgement

by the Chief Justice on the "exceptions to a libel of Kissubchunder Sircar". The judgement said that it might be questionable whether Keshab's interest under the Will would entitle him to anything more than a probate limited to the articles mentioned in the Will. "But that is for future consideration and we abstain now from pronouncing any opinion on that point." The judgement also remarked, "The Will itself shows a great deal of discretion and foresight to and also a knowledge of English usages. It therefore does not appear to us to be a mistake. It appears to us an express direction in the Will, that the party should pay himself legacies, should give over property and should take out a probate.....There is nothing to prevent the Court upon the libel limiting the Probate to the articles mentioned in the Codicil. This exceptive allegation must therefore be overruled and a day must be assigned to the East India Company to appear absolutely....It might have been of great importance to the Company to ascertain in the first stage whether, the party had any right at all as Executor. The present form of determining that question certainly appears the most convenient one as the East India Company may have considered themselves not entitled as Executor at all until the birth of a child. We do not think therefore we should give costs against them. Exception Overruled."<sup>79</sup>

On 21 May, 1845, Sir T.E.M. Turton, the Registrar to the Supreme Court addressed a long letter to the Right Hon'ble Sir Henry Hardinge, Governor-General of India in Council requesting him that the Board of Revenue might be ordered to hand over all the possessions of the late Raja Krisnanath Roy to him, without any further delay. On the same day Rani Swarnamoyee, the widow of the deceased addressed a similar petition to the Governor-General, which has been related earlier, in which she requested that the hands of the Board of Revenue be stayed from selling the properties belonging to her late husband and to allow the Registrar, Supreme Court, the lawfully constituted authority to take possession of all the movable property and to entrust the memorialist's case to the learned law officers of the Government.<sup>80</sup>

On 2 June, 1845, Strettell on behalf of Rani Swarnamoyee, moved a petition in the Supreme Court, with proper notices to the Registrar Turton, Hedger, proctor of Keshab and Swinhoe, proctor of the East

<sup>79</sup>Bengal Board of Revenue, Misc. Proceedings, Wards, of June, 1845, Nos. 1, 2, and 3.

<sup>80</sup>Bengal Revenue Consultations, Proceedings of 28 May, 1845, Nos. 72 and 74.

India Company, challenging the Will and requesting that it may be set aside. This petition as was expected, drew a violent reaction on behalf of the Board. Plowden remarked on 4 June, 'If the Will should be set aside and the widow should not give birth to a male child (as otherwise the property would automatically come under the Court of Wards, with or without the Will), then the widow being a female and her daughter or it might be daughters, being minors, as well as females, they would all be disqualified as proprietors, unless the Governor-General in Council should see fit to direct otherwise.'<sup>81</sup>

On 28 May, 1845, Cecil Beadon turned down the application of Turton, the Registrar with the suggestion that it would have been more proper for him to move the Supreme Court. The Board of Revenue was told that, 'the Governor is satisfied of the legality as well as the propriety of the steps taken by the Board.'<sup>82</sup> The Board of Revenue felt at this stage that the only matter that prevented them from getting the absolute possession of the deceased Raja's property was the upholding of the Will by the Supreme Court. So on 22 August they wrote to the Advocate General to adopt any measure that would appear to him to be best for bringing to a conclusion at the earliest possible period, the suit instituted by Keshabchandra Sircar to prove the Will. Keshab having been thwarted by the Supreme Court appeared to be disinclined to move in the matter. Princep, the Advocate General informed on 23 August that Keshab being repeatedly urged, has at last given notice and it was felt that the cause will be ripe for hearing early next term. Princep, however did not like this direct communication and advised the Board to write to Swinhoe, the Solicitor, in future.<sup>83</sup> The Board wrote to the Commissioner Jackson on 30 August, whether Chutee Baliapur could be given out on Putnee (lease) to Keshab according to the terms of the Will which may perhaps stir Keshab to action.<sup>84</sup>

Keeping the Governor General informed about the suit, the Advocate General pleaded on behalf of the Board that by the Coroner's verdict of '*Felo de se*' the properties of the deceased have vested in the Crown. Therefore a formal application might be made to the Crown for the releasing

<sup>81</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1845, Nos. 6, 7 and 7A.

<sup>82</sup>Bengal Revenue Consultations, Proceedings of 28 May, 1845, Nos. 77 and 78.

<sup>83</sup>Ibid., of August, 1845, No. 22 and of September, 1845 No. 6.

<sup>84</sup>Ibid., of September, 1845, Nos. 1 and 2.

of the property so that the Court of Wards was able to establish the College and Hospital as had been provided in the deceased Raja's Will. Beadon reported on 30 July, 1845 that His Excellency had sent the necessary communications, 'to the Authorities at Home'.<sup>85</sup>

To pause for a while and consider the attitude of forty years ago, the contrast would be glaring. In 1805, the Governor-General ordered the Board of Revenue to take the Estate into the Court of Wards so that it was not dissipated by others. In 1845 it was the Board of Revenue, who were eager to bring the Estate into their control even before the validity of the Will had been proved. This makes the career of Swarnamoyee so interesting.

She made herself felt on 26 October, 1846, fresh from her victory in the trespass suit against the Collector Money, who was made to return everything that he had taken away forcibly. Now she signed a letter *herself* to Plowden, Secretary, Board of Revenue, 'I have the honour to forward for the information of the Board, an office copy of an order made by the Supreme Court of Judicature at Fort William in Bengal, on and bearing the date of 22nd October, in a suit wherein I am the complainant and the East India Company, Charles George Strettell and Kissub-chunder Sircar are the defendants and also an attested copy of a letter of the same date addressed by Messrs. Higgins, Denman and Abbott, my attorneys in the said suit to Mr. Thomas Bruce Swinhoe, Attorney for the said East India Company with reference to the said order, and I have to solicit that the Board will be pleased to direct the payments in the said order undermentioned to be made from the Treasury of the Collector of 24 Parganas to Baboo Hur Chunder Lahoory, whom I have duly authorised to receive the same by the accompanying power of attorney under my hand and seal; *ক্রিয়াগী স্বর্ণময়ী*' The order of the Supreme Court was attached. '.....Upon hearing what was alleged by the advocates of all parties, the said East India Company, by their Counsel consenting, undertaking and guaranteeing that the Court of Wards shall and will, out of the rents, profits and produce of the Estate of the late Raja Kristnath Roy Bahadoor received by the said Court of Wards forthwith pay to the said complainant, the sum of Company's Rupees Fortythree thousand and seven hundred for and in respect of the past support and

<sup>85</sup>Bengal Revenue Consultations, Proceedings of 30 July, 1845, Nos. 24 and 25. Range 64, Vol. 68.



maintenance and household and religious and charitable expenses of the family of the said Rajah Kristonath Roy Bahadoor deceased including the annual Shraddohs of him, the said Rajah and his ancestors from the date of his death to the present time.' It was further ordered that the Court of Wards would pay on every 1st day of the month, commencing on the 1st day of November, 1845, Rs. 2700 every month. The Rani however on receiving a favourable order, withdrew her other demand of appointing an administrator for the Cossimbazar Raj Estate by the Supreme Court till the suit challenging the Will was disposed of. Sir Lawrence Peel, the Chief Justice signed the order on 22 October, 1846. Higgins, Denman and Abbott, solicitors forwarded the letter of the Rani which was a cause in the suit, the Rani had brought against the East India Company and others. They however made it clear that 'It is to be clearly understood however, that neither the said order nor this letter nor anything contained therein or done in pursuance thereof, respectively, shall in anywise affect any of the rights, claims, demands or interests, or the position of any of the parties to this cause or be at any time hereafter used for or against any of the said parties....' The papers were accompanied by the affidavit of Rani Swarnamoyee in which she claimed to be the heiress and legal representative of the Estate and property left by her deceased husband. She challenged and disputed the validity of the alleged Will and testament and two or several codicils which were said to be left by the deceased Raja.

James William Colville, the Advocate General informed that the issue was jointly settled by Mr. Clarke and himself. On 30 October the Board informed the Rani's Attorneys that the Commissioner of Jessore had been informed to direct the Collector of 24-Parganas to pay the sum of Rs. 43,700 forthwith. He had also been ordered to disburse on the first of every month Rs. 2700 as desired by the Supreme Court.<sup>85A</sup>

Harvey, the Commissioner of Jessore, however, forwarding a letter of the Collector of 24-Parganas reported on 4 November, 1846, that the first monthly instalment was paid, but as there was not enough money Rs. 43,700 could not be paid. The Board of Revenue wrote to Taylor, the Collector of 24-Parganas who in turn was advised to get the money from the Collector of Murshidabad. The Collector expressing his inability,

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<sup>85A</sup> Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of October, 1846, Nos. 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38 and 39.

Taylor wrote to the Collector of Rungpore who agreed to remit Rs. 25,000 and then the Collector, Nadia being approached, remitted Rs. 18,700. The Board ordered Harvey to pay Rs. 43,700 to the Rani's attorney on 2 December, 1846, as arrangement had been made to reimburse the money from the property of the late Raja.<sup>86</sup>

This initial success in the suit against the East India Company, put Rani Swarnamoyee immediately in a position of advantage and eased the situation of money which the Board was determined to starve her of. Now the Board faced another problem. Swinhoe, their attorney informed that the Advocate General J. W. Colville had opined that it would be wrong to assume that the '*Letters ad Colligendum bona*' was limited to the property in Calcutta. He expressed doubt whether the Registrar of the Supreme Court, would not have his right extended to the Shalimar House which was in Howrah on the other side of the river, particularly as there was so little distinction as to succession and administration between real and personal properties. He also felt that if the Rani intervened before finding a new tenant to the property, the question might be reopened afresh.<sup>87</sup> Colville also kept the Governor-General informed through his secretaries, 'Sir, I beg leave to trouble you with a few observations relating to the pending litigation concerning the Estate of the late Rajah Crishnanath Roy.

2. I need not tell you that to that litigation there are three parties, the widow of the deceased, the East India Company and one Keshub Sircar, who claims under a pretended codicil to be the Rajah's executor. Still less necessary is it to remind you that the real Estates of the deceased and a considerable portion of his personal property are in the hands of the Court of Wards.

3. The question, who, pending the litigation involved in the determination of the validity of the Will, is to have the custody of the property, will I have reason to believe be raised again very shortly upon an application by the Ranee for the appointment of a Receiver by the Supreme Court.

<sup>86</sup> Ibid., of November, 1846, Nos. 2, 3, 4, 19 and 20, of December, 1846, Nos. 2 and 3.

<sup>87</sup> Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of November, 1846, No. 21.

4. From my recent communications with the Sudder Board of Revenue, it would appear that the Court of Wards conceives itself to be entitled to retain possession of the Estates until the Will is established.

5. Whether the proposition be laudable at all, whether the Court can or will listen to the claim of a body (not a party to the suit) which possesses to claim on behalf of the Ranee in opposition to an application made by the Ranee herself, I will not enquire. I will only remark that this is virtually impossible for me, who am a counsel to the East India Company, to assert or support a claim which rests upon the title of the party.<sup>88</sup>

The 'dignified course', suggested the Advocate General, after several correspondences, would be, 'of ultimately leaving the Ranee as the manager of the Estate.' The Advocate General Colville was definitely against following a collision course against the Rani so far as the management of the Estate was concerned. He agreed 'to the allowance being given to the Rani in strict accordance with the Will and precedents established during former administrations of the Court of Wards of the same Estate.' The Rani also gave up her claim of appointing a Receiver. All the correspondences ended in a favourable decision for the Rani, the most important being when Colville got the Governor-General in Council to relieve the Board of Revenue from the pursuance of the suit, which decision practically took the wind out the sail of the suit of the East India Company. The Board of Revenue was informed on 9 December, 1846, 'The Deputy Governor is pleased to relieve them of the further management of the suit pending in the Supreme Court, regarding the Will and alleged codicils of the deceased Rajah.' The Advocate General was informed, 'With reference to your letter of 20th May last, on the subject of the litigation now pending in the Supreme Court concerning the Will of the late Rajah Kristonath Roy, I am directed to inform you that the Deputy Governor has relieved the Sudder Board of Revenue from the further management of the business. In the future conduct of this suit, the law officers of the Government will receive their instructions direct from this office.'<sup>89</sup> Cecil Beadon, the Under Secretary to the Board of Revenue, by signing this letter on 9 December, 1846, virtually abdicated the claim of the Court of Wards, along with that of the East India Company by truncating the efforts of the Board of Revenue.

<sup>88</sup>Bengal Revenue Consultations. Proceedings of 10 June, 1846, No. 4.

<sup>89</sup>Bengal Revenue Consultations, Proceedings of 10 June, 1846, Nos. 5 to 20; and Proceedings of 9 December, 1846, Nos. 5 to 7.

The Advocate General forwarded to the Attorneys of the Rani, Messrs Higgins, Denman & Abbott, copies of certain documents asked for by them. They were (1) Original *Neeumpatra* of Jagheer Doohabehara in Gazipur, made by Kistokanto Baboo and Raja Lokenath Roy; (2) Letter book or books of Raja Kristonath Roy Bahadur for the Bengali year 1251; (3) All the original letters written by Raja Kristonath Roy during the month of October, 1844, to Moulavee Mohammed Hussain and other persons in his employ and which were left by them amongst the documents and writings in the *Rajbarree* of Cossimbazar, now under charge of the officers of the Court of Wards; (4) The *Nuthee* or file of *urzees* (petitions) received by Raja Kristonath during the Bengali year 1251; and (5) A supposed Will of Raja Kristonath Roy prepared subsequent to 7th January, 1841. The Attorney also informed, 'Our client has also applied to the Board to direct one of their officers to attend at the trial with authenticated copies, to be forthwith furnished to us of the following documents, which are among the records of the Board, (1) A letter from J.C.C. Sutherland to the Secretary to the Sudder Board of Revenue, dated 6th August, 1838; (2) A letter from the Secretary to the Sudder Board of Revenue to Jackson, Commissioner of Murshidabad, dated 21st August, 1838; and (3) A letter from Mr. P. Taylor, Collector, Murshidabad to Commissioner Jackson, dated 15th September, 1838 and the letter forwarding the same, dated 20th September, 1838. The above relates to the investigation by Mr. P. Taylor mentioned in our client's 'Bill of Complaint.'<sup>90</sup>

There was no doubt that Swarnamoyee was getting ready for the suit in earnest. She was getting ready in many ways. One of them was by propitiating the local deities of Kalighat, Thanthania and Chetla all of which were Kali images. She gave Gobindasundari on the occasion of the *Rathajatra*, not only the usual sweets, fruits and vegetables but also a *Balucharee Saree* costing Rs. 18 and a *Daccai Saree* costing Rs. 12. She even went to the Shyambazar house (probably for the last time) when Gobindasundari's daughter was reported ill. She also kept her grandmother-in-law, Rani Susharmoyee and her volatile mother-in-law in good humour by costly presents of sweets, fruits and vegetables.<sup>91</sup> She also took care to keep their favourites happy so that nothing interfered with her suit against the East India Company and Keshab Sircar.

<sup>90</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of January, 1847, No. 15.

<sup>91</sup>Maharani Swarnamoyee's books of accounts of 1253 and 1254.

Soon however Keshab was in trouble for money as he could not pay his counsel. Hedger, Keshab's solicitor wrote to the Court of Wards on 2 February, 1847, that 15 February was fixed for the trial of the validity of the late Raja's Will, but as Keshab had no money and his solicitor felt reluctant to invest any more money on him on an issue that was increasingly becoming ephemeral and hazy, would it be possible for the Court to pay Keshab Sircar Rs. 10,000 as an advance. Currie, the new Secretary to the Board of Revenue wrote back on 9 February, that the Court of Wards did not feel themselves authorised to make such a payment from the funds of the late Raja's estate.<sup>92</sup>

The full bench of the Judges of the Supreme Court consisting of Hon'ble Sir Lawrence Peel, Chief Justice, Sir John Peter Grant and Sir Henry Wilmot Seton, puisne judges heard the suits. There were several suits filed in the Equity side, namely, (1) Sreemutty Rancee Surnamoyee Dossee vs. East India Company, Keshabchunder Sircar and Charles George Strettell, filed on 14 July, 1846, (2) Keshab Chunder Sircar vs. Rancee Surnomoyee and East India Company and (3) East India Company vs Rancee Surnomoyee and Charles George Strettell. As the matters of the suits were the same and the facts and witnesses were also similar, the Supreme Court ordered on 11 December, 1846, that the issues should be tried on the plea side of the full bench of the Supreme Court as under :

The East India Company *vs* Rancee Surnomoyee Dossee and C. G. Strettell, and  
Kissub Chunder Sircar *vs* Rancee Surnomoyee Dossee and C. G. Strettell.

The original suit of Rancee Surnomoyee vs East India Company, Charles George Strettell and Kissub Chunder Sircar being kept in abeyance till the plea was disposed of.

A large amount of documents were submitted with the original suit of the Rani. The plaint itself consisted of 57 pages of double fullscap hand written sheets. There were the depositions given before the Coroner, Henry Piddington, between 4 to 6 November, 1844, on the death of the Raja, at the end of which the Coroner agreeing with the unanimous

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<sup>92</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of January, 1847, Nos. 6 and 7.

decision of the 12 juries\* declared the verdict of '*Felo de se*' meaning a person who has killed himself. Depositions were taken of John Maxton, the police surgeon, who examined the dead body; J. D. Herklots who was present in the house when the Raja shot himself; C. G. Strettell, the Raja's attorney and the second person to see the Raja dead; Srinath Chatterjee, who discovered the dead body; Nelson Hedger, who disclosed that he was the first legal person, who had the opportunity of reading the Raja's Will which was written in Bengali on 15 sides of paper, having been given the document by Dwarkanath Tagore, who got it from the deceased Raja's mother, immediately after his death. Keshab Sircar also deposed, having admitted that he was totally illiterate but had learnt to sign his name in Bengali (which he did misspelling rather ridiculously). He was drawing Rs. 15 per month at that time. Dr. Robert Young, the Raja's personal physician who called himself the Raja's medical attendant, deposed that the Raja was in the habit of using exciting drugs such as hemp and opium. Others whose depositions are recorded were Tarachand Ghosh, the officer who collected rents of the Calcutta properties and Nazar Singh, barkandaz, who was stationed in front of the room where the Raja committed suicide. He deposed that the Raja had asked him to go downstairs. While he was walking down the stairs he heard the slight report of a gun. Downstairs he met Nundoo Sircar, a bearer, who was employed only for a month. Nundoo Sircar's deposition confirmed Nazar Singh's story that they both saw Srinath Chatterjee going up. James Joseph McCann, the Deputy Police Commissioner also deposed about the finding of the body and the position of the double barrelled gun, one barrell of which still held a bullet and the trigger of which remained cocked. The left barrell was discharged, which had the lowest trigger. The flattened ball which killed the Raja, then hit a strong flat surface, probably the ceiling, lay at his feet. This was handed to the Coroner.

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\*The Coroner and his Juries  
 Henry Piddington, Coroner  
 Charles Fordyce, foreman of the jury  
 Joseph Hamilton Fowles  
 James Peter Dowling  
 John D' Silva (jr)  
 James Gills  
 Charles Braja  
 Henry Dufholts  
 Benjamin Belfour  
 Dwarkanath Roy  
 Mackertick Aga Beg  
 James Taylor  
 Harihar Mitra

There was the deposition of Rani Susharmoyee given at the Mirzapore house on 2, 3 and 4 April, 1846 and the deposition of Rani Harasundari, given at Jorasanko house on 13 February, 1847. She disclosed that she had received the Will from her son between 1 and 2 P.M. on 31 October, 1844 and that her son had killed himself soon after, probably between 2-30 and 3-30 P.M. on the same day. She admitted that she had shown the Will to Dwarkanath Tagore and her attorney Hedger, after the suicide of the Raja.

The complainant Rani Swarnamoyee also submitted the *Neeumpatras* and other concerned documents made by the late Kantababu and his son Maharaja Lokenath along with the Deed of Trust made by Kantababu for the Doohabehara Jaigir in Ghazeepur on 1 May, 1793. She also included copies of several letters written by the Court of Wards at different times along with several affidavits that were sworn from time to time.

In her plaint, she used a new translation of the Will made by Pundit Iswarchandra Vidyasagar. She complained, 'Raja Kristonath Roy Bahadur was a man of very violent passion and ungovernable temper, of particularly weak intellect and was frequently subject to fits of derangement and at all times incapable of managing his favours and that he was under the influence and guidance of designing and unscrupulous men, both Europeans and natives, and by whom he was led into most dissipated habits and was guilty of great excesses, especially in drinking ardent liquors and whereby his bodily health and mental faculties were greatly impaired and that he gave way to great irritability and violence of temper during which time he was incapable of exercising his reasoning faculties or his judgment or of performing any act requiring the exercise of memory or discretion and that the said deceased Raja.....for several years previous to his decease, was also in the habit of using and was frequently under the influence of pernicious and intoxicating drugs.' She accused Keshab of influencing her late husband, complaining,...'and that improper and undue influence was exercised by the said Kissubchunder Sircar over the excited and bewildered mind of the said Raja....to induce him to sign the said alleged Will.'

On Keshab she was most severe. She had unearthed the full conspiracy and proceeded to lay it bare before the Supreme Court. She charged Keshab of entering into and executing an agreement with one

William Laing, a mate in the Pilot service of the East India Company getting a salary of Rs. 150 per month, who was also the brother-in-law of John D. Herklots. This agreement, she charged, was prepared, executed and engrossed in the office of and witnessed by Nathaniel Hudson, Attorney-at-law. The contract said that Laing would assist Keshab with funds in this suit in return of which Keshab promised to give ten sixteenth 10/16th part of the money, and Estate that Keshab would receive after the suit, by virtue of the upholding of the Will of the Raja. The Rani emphatically pointed out, 'And your Oratrix further shows and charges that the name of the said William Laing was merely used as a cover, he in point of fact being a nominal trustee for his brother-in-law J. D. Herklots and the said Robert Young and having no beneficial interest whatsoever under the said agreement and your Oratrix shews and charges that no part of the ten annas share (*sixteen annas to a Rupee*) of whatever property the said Kissub Chunder Sircar might recover out of the said Raja Kristonath Roy Bahadoor's Estate was ever intended to be paid to the said William Laing for his own benefit, and your Oratrix charges that the said William Laing is a man in very poor and needy circumstances and utterly incapable of affording pecuniary assistance to the said Kissubchunder Sircar in the conduct of the said Ecclesiastical suit.' She alleged that by his own admission Keshab had said that he had received Rs. 14,000 from the Raja. Moreover he had access to the Raja's box from where Rs. 25,000 had vanished.

She questioned whether it was not true that Keshab manifested great anxiety for the production, signature and attestation of the alleged Will reminding the Raja about signing it in front of witnesses and whether at the time of signing Keshab did not exercise improper and undue influence over the mind of the Raja, when he was excited and bewildered at knowing that Gopal Dafadar who had been maltreated by his alleged order had died in the Berhampore hospital. She charged that the Will and the Codicils, the latter being produced by Keshab only on 5 December, 1844, when he filed his claim as the Executor of the Will, were set up by Keshab for his own and his friends' personal gain. The deceased Raja was incapable of constructing the said Will all by himself. The Codicils, she alleged, were of two hand writings and the signatures open to doubt.

She complained further that Keshab had access to the Raja's papers, jewels and money.'.....And the said Kissubchunder Sircar had possessed



himself of very large sums of money in bank notes and company papers belonging to the estate of the said Raja.....and also of jewels and precious stones of great value of Rupees One lakh and which he refuses to deliver or render any account thereof, which your Oratrix submits, he ought to be compelled to do.' She charged that Keshab pretends that the cash and jewels in his possession were a free gift from the Raja, though in actual fact he had stolen them after his death.' She informed further that, 'Your Oretrix has frequently applied to the said Kissubchunder Sircar to admit as he well knows the fact is that the said Raja Kristonath Roy Bahadur was at the time of the execution of the Will and Testament perfectly insane and the said two pretended Codicils were never made or executed by him when of sound mind, if at all by him.'

About the East India Company she complained that George Augustus Plowden, Secretary to the Court of Wards, had forcibly taken hold of all properties and kept them in his possession. Even before the Will was established, she complained, that the Court of Wards was anxious to take such decision as if the pretended Will had already been established. They had already sold and disposed off personal estates, goods and chattels of the value of 2 lakhs of Rupees. They have wasted the Estate by mismanagement and by their high handed manner and also by giving Izara (*lease*) of the Baharbund Pargana to J. D. Herklots and Robert Young at a very low value, inspite of several petitions made in writing by her. She described how the Collector of Murshidabad, Money, forcibly entered the *zenana*, caused lists to be made and took away the property which belonged either to her or to the deity. He also without any discrimination or consideration carried away articles and utensils used solely for religious purposes. All this had been done even before the Will was established and the Court of Wards acted as the Executors as delineated in the pretended Will.

The plaint was most efficiently drafted. Rani Swarnamoyee pointed out that the said alleged Will completely disregarded the *Neeumpatras* made by Kantababu and Lokenath in their Wills. She bitterly protested against the pretended Will which not only disregarded the instructions established by his fore-fathers, but also the Religious Trust established by Kantababu on 1 May, 1793. She challenged that the Ballia Jaigir could not be alienated for any other purpose than for which it was set in the deed of Trust. She pointed out the other discrepancies in the alleged Will, where no provision was made for the wife and daughters of the deceased,

in a way that would be conformable to their stations in life.<sup>93</sup> This spirited and methodical plaint of Swarnamoyee was so full of facts that it became necessary for the Supreme Court to find out the truth on each of the allegations and complaints.

On 15 February, 1847, the suits were heard. The parties were represented by :—

- (a) Mr. Clarke, Mr. Morton and Mr. Taylor for Rani Swarnamoyee,
- (b) Mr. Colville, the Advocate General, Mr. Princep and Mr. Ritchie for the East India Company,
- (c) Mr. Cochrane and Mr. Macpherson for Mr. C. G. Strettell, and
- (d) Mr. Dickens, Mr. Sandes and Mr. Fulton for  
Kesaubchundra Sircar (*Note absence of Mr. Hedger*).

The two Wills of the late Raja Krisnanath Roy dated 7 January, 1841 and 30 October, 1844 formed the main issue of the Plea along with the Codicils allegedly signed by the deceased Raja. The issues clearly defined, were three in number: (1) The subject of the two first issues was, a document purporting to be a Will by the deceased Raja, under which the East India Company and Keshab Chandra Sircar advance their respective claims. (2) This Will, the Ranee as the widow of the late Raja, and heiress-at-law and Mr. Strettell, as executor by a previous appointment, deny to be valid, alleging that it was executed while the mind of the Raja was not in a sound or testamentary condition. (3) The third issue was the Codicils in which Keshab claimed the advantages given to him there. In this the East India Company joined the Rani and Mr. Strettell in contesting them as pure fabrications.

The evidence offered by both sides were heard. Strettell, appearing as a witness, gave evidence in favour of the cancellation of the alleged Will. His was the longest evidence as he was not only the seniormost attorney of the Supreme Court but also the late Raja's attorney, since the death of his father in 1832. He related the events from 13 October, 1844 when the Raja sent for him, till 31 October, 1844, when he found him dead, having shot himself. Strettell was the second person to see him, after the incident, being present in another portion of the house, waiting for the

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<sup>93</sup> The Bill of Complaint of Rani Swarnamoyee and allied papers prepared by Higgins, Denman and Abbott, was filed in the Supreme Court on 16 January, 1846 by Harachunder Lahiri by virtue of a Power of Attorney of Rani Swarnamoyee, which was witnessed by C. G. Strettell and Tarachand Ghosh. The Rani was identified by Mary and Peterson Mark. The Bill was sworn on 14 July, 1846.

Raja to accompany him to a place, where he could be hidden from the process of law, till his defence could be arranged. The Raja asked him to wait, while he got ready, when he shot himself in a room on the north-west angle of the house. The barrel of the gun, said Strettell, appeared to have been placed against the corner of his eye and the crown of his head was blown away.

Another witness Robert Young, a member of the College of Surgeons in London, admitted that an agreement had been drawn up between Keshab and Mr. Laing, who was a mate in pilot service and was not in a condition to supply funds. He also admitted that the agreement, as alleged in the plaint of the Rani, was drawn up in the office of Nathaniel Hudson and was executed on 20 November, 1844. It was tacitly agreed, he said, that J. D. Herklots and himself would supply the funds needed for Keshab's suits in the name of Laing. It was also agreed in the document that 10/16th part of the money, jewels and estate would be taken by J. D. Herklots and himself equally i.e. each would receive 5/16th part, leaving the balance of 6/16th part to Keshab. The Chief Justice asked him at this stage whether he was aware that what he was stating, was a criminal offence,<sup>94</sup> and that if he proceeded any further than what he had said, he would have to face the process of law.

<sup>94</sup>(a) T. A. Venkaswamy Row, *The Indian Decisions, Old Series Vol. II* (Supreme Court Reports of Bengal), Madras 1911 [208] *In Equity. Sreemuttee Rance Surnomoyee Dossee-vs-East India Company and others.* (1847, Nov. 17, Wednesday), p 126-149 [247] G. Taylor.

(b) *The Pamphlet on the Supreme Court Suit, Plea Side, East India Company vs. Sreemutty Rance Soornomoye Dossee and C. G. Strettell, and Kissub Chunder Sircar vs. Rance Soornomoye Dossee and C. G. Strettell.* 15th to 23rd February, 1847, pp. 1-64, published by P. S. Rozerio & Co., Printers. Tank Square, 3 March, 1847, for general circulation by Robert Young.

i.	Preamble and the Will	p 1-4
ii.	Advocate General's Preface	p 4-9
iii.	C. G. Strettell's evidence	p 10-17
iv.	Dr. Robert Young's do.	p 17-22
v.	J. D. Herklot's do.	p 22-26
vi.	W. N. Hedger's do.	p 26-27
vii.	Prosunno Coomar Tagore's evidence	p 27-29
viii.	Charles Dupre Russel's evidence	p 30-31
ix.	John Wallace of Gibson & Co. gives evidence	p 31
x.	Chunder Mohun Chatterjee's evidence	p 31-32
xi.	Ramchunder Seal's evidence	p 32-36
xii.	A. G. Aviet's evidence	p 36
xiii.	Summary of the Advocates' discussions	p 36-37
xiv.	Mr. Clarke on the Plaintiff's case	p 37-44
xv.	Replies of the other lawyers	p 44
xvi.	The Codicils (three)	p 44-45
xvii.	Evidences of Sir Thomas Edward Mitchell Turton	p 45-46
xviii.	Do. of Mohesh Chunder Sircar of Registrar's office	p 46-47

It was the first two evidences which practically sealed the first two issues. Others who gave evidence were J. D. Herklots, who also knew the late Raja intimately and was present in the house before and after his suicide, W. N. Hedger, the counsel of the Raja's mother, Prosunno Comar Tagore, Charles Dupre Russel, John Wallace of Gibson & Co., Chunder Mohun Chatterjee, the Deputy Magistrate, Ramchunder Seal, who was the strongest witness against the plaintiff, having said that he had seen the Raja writing the Will, which in cross-examination was revealed to be utterly false and fabricated evidence, and A. G. Aviet.

The Chief Justice wanted the plaintiff's counsel to open the arguments, which Mr. Clarke was hesitant to do as the witnesses of the Codicil case were yet to be heard and much of the argument would be common. He however argued his case at the insistence of the Chief Justice, after which the evidence of the witnesses in the Codicils matter were heard and cross-examined. The witnesses were Sir T. E. M. Turton, Registrar of the Supreme Court, Mohesh Chunder Sircar of the Registrar's office, W. N. Hedger, Robert O'Dowda, Prosunna Comar Tagore, Ramchunder Seal, C. D. Russel, Henry Piddinton, the Coroner, J. Hayes of Lattey Brothers & Co., Benjamin Smythe, a trader, John Wallace of Gibson & Co., Roy Bhood Sing, a merchant, J. D. Herklots and C. G. Strettell.

The Chief Justice Sir Lawrence Peel gave his verdict on 23 February, 1847, setting aside both the Will and Codicils. Rani Swarnamoyee was declared the heir to the properties of the Raja for life. The verdict was repeated when the main Equity Suit was revived on 18 November, 1847, and decreed finally in favour of the Rani on 25 November, 1847. Thus ended the suits on the Will and the Codicils.<sup>95</sup>


xix.	Do.	W. N. Hedger	p 47-48
xx.	Do.	Robert O' Dowda	p 48
xxi.	Do.	Prosunno Comar Tagore	p 48
xxii.	Do.	Ramchunder Seal	p 48-49
xxiii.	Do.	C. D. Russel	p 49
xxiv.	Do.	Henry Piddington, Coroner	p 49-50
xxv.	Do.	J. Hayes of Lattey Brothers & Co.	p 50
xxvi.	Do.	Benjamin Smythe	p 50-51
xxvii.	Do.	C. G. Strettell	p 51
xxviii.	Do.	John Wallace of Gibson & Co.	p 51
xxix.	Do.	Roy Bhood Sing, merchant	p 51-52
xxx.	Do.	J. D. Herklots	p 52
xxxi.		The verdict of the Chief Justice	p 52-59
xxxii.		Note of the Publisher	p 59-60
xxxiii.		A letter to the Editor of the <i>Englishman</i> by Robert Young.	p 60-63

<sup>95</sup>Ibid., Read the full judgment in the Appendices.

Trouble for Swarnamoyee was not yet over. She had received the decree of being 'entitled to the real and personal estate of her husband to be possessed and enjoyed by her as the widow of the Hindoo husband dying without a male issue and in the manner prescribed by Hindoo Law.' The costs of all parties were to be paid out from the Estates of the late Raja to the solicitors of the parties and taxing officers of the court. The Rani also not to be left behind filed supplementary allegations on 8 March, 1848, claiming she had to spent Rs. one lakh from her *Stridhone*, getting a verdict on 8 September, 1848, that the lakh of Rupees spent by Rani Swarnamoyee, should be reimbursed to her from the late Raja's Estates of which she was declared to be the successor-in-law.

As the order for the Estate to be returned to Rani Swarnamoyee came on 31 May, 1847, she prepared for the victory ceremony in Cossimbazar. Worship was offered to the family deity Laxminarayan and Radhagovinda. They were repainted, cleaned and redecorated. The *Abhiseka* of the deities (*coronation* would be a bad translation but easier to understand) was held on 20 April, 1847 and the worship performed on 15 May, 1847. The Rani returned to Cossimbazar on 1 June, 1847. On 13 June a *Sankirtan* was arranged in front of the deities. Special Pujas were sent to Kiriteswari Kali temple and to the *Akhara* (*club for religious exercise*, again is a bad translation) of Jagannath Deva in Gopalghata. Immediately the lands in Banjetia and Nengribibi Kothi were tilled to denote her possession over the property. Chak Brindabanpur was recovered and the Company people residing there were vacated on 9 July. Twenty days later on 29 July the possession of Bhabanandapur and Char Khidirpur was taken in the same manner. Her only regret was that her trusted old Dewan Mathuranath Banerji, who had taught her to read and write and was a pillar of strength to her, expired in the final moments of her victory in May (Jaistha) 1847. Undaunted by the loss, she proceeded to hold her first *Punyaha* (the annual Collection day festival of the zemindar) on 11 Bhadra, 1254 or 26 August 1847. Almost immediately she started building a permanent *Natyamandir* for holding special functions. Her new seal in Bengali was now dated from 19 Kartick, 1251, claiming the ownership of the Estate from the day of the death of her husband.

On 10 September, 1847, she transferred Rajiblochan Roy (Sircar) from Baharbund to be her Naib Dewan (Deputy Dewan), Srinath Chatterji, the other Naib Dewan, had been left in Calcutta to pursue the

suits to their legitimate conclusion. After her victory in the Supreme Court, the Jagat Seth sent a congratulatory letter on 22 September. Now Rani Swarnamoyee decided to perform *Saradiya Durga Puja* in her new *Natya Mandir* with pomp and grandeur. Rajiblochan was entrusted with the responsibility of the function. The Puja was performed with great eclat. Harachandra Tarkacharya performed as *tantradharak*, Ramgopal Bhattacharya performed the Puja, ten other well known pundit Brahmins took part in various functions. Three dancers from Calcutta were contacted, Jhindan Bai, Animon Bai and Bakshu Bai along with Miajan Bhanr (  ) who performed comics. Two *kabials* performed also. Udaychandra Das *kabial* was paid Rs. 550 and his Dhooli Sudharam Rs. 100, the other, Premchandra Das *Kabial* was paid Rs. 435 and his Dhooli Laxman Rs. 100. On the occasion of this puja which in reality was Swarnamoyee's victory celebrations, relations and friends of the 52 village society (*Bahanna gram Samaj*) of Burdwan were invited to take part in the festival and to be her guests during the entire period of the celebrations. They were all paid their expenses for the journey. The cash book gives the entire list of those who attended. There were 29 persons from Gobardhanpur, 51 persons from Kurumba, 59 from Geetgram, 23 from Kalui, 25 from Belgram but only 6 from Mathrun which was the village of Gobindasundari's husband. It can therefore be conjectured that the relation between the Rani and her sister-in-law was no longer very cordial. There were only 4 persons from Narsona, 3 from Kantikri, 6 from Selenda, 5 from Sushuni, 3 from Muraripur, 3 from Kalsar, 3 from Chaitanyapur, 3 from Kaichar, 2 from Manteswar, 2 from Nashigram, 1 from Gohogram, 2 from Chandipur, 13 from Sijna, 9 from Bidupara, 23 from Ita, 3 from Hathichapa (not identified), 59 from Jabagram and of course 51 from Bhatakul, the village from which Swarnamoyee herself had emerged. There was a total assemblage of 354 persons from Burdwan as invitees. This list did not count Rani Susharmoyee, the grandmother-in-law and all her people nor the courageous aunt (*mashi*) of the Rani who had prevented the Company officials from entering the *zenana*, nor the Rani's mother and sister and the other members of their family. The Rani was so satisfied with the function and the arrangements made that on 16 Kartick, 1254 or 29 October, 1847, she appointed Rājiblochan Roy as her Dewan.<sup>96</sup>

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<sup>96</sup>Books of accounts of Maharani Swarnomoyee, Nos. 13, 14 and 15, i.e. 1 Baisakh (13 April) to 1st Aswin, (16 September) 1254 (1847), 23 Bhadra (7 September) to 30 Aswin (15 October) 1254 (1847) and 1 Kartick (17 October) to 30 Kartick (15 November) 1254 (1847).

It may be noted here that the popular opinion throughout the pendency of the suit was in favour of the young widow, who had the courage to fight the great East India Company. Several newspapers both in English and Bengali regularly reported the suit, they were Hurkura, Friend of India, The Calcutta Star, Englishman, Bhaskar, Probhakar and Samachar Chandrika.<sup>97</sup> The Calcutta Society also, led by Prasanna Kumar Tagore and Digambar Mitra was well disposed towards her. The Zemindars watched with interest, the outcome of the suit and was happy that the Will did not destroy the house of an old zemindari family. They commended the actions of Rani Swarnamoyee sending messengers with letters, congratulating the Rani for her victory. Two persons atleast did not join in sending their greetings, they were her mother-in-law Rani Harasundari and her sister-in-law Gobindasundari. It is debatable what would have been their attitude if left alone, but in this instance, the interest of a third person interfered with their feelings. This person was none other than the most efficient and shrewd Harachandra Lahiri.

The contract between Rani Swarnamoyee and Harachandra Lahiri was over. The Rani without wasting any time paid him the contractual Rs. 30,000 and another Rs. 10,000 in the name of Maharani Susharmoyee thanking him for winning the suit and bade him good bye. Harachandra had not expected this. He felt that after being the law adviser to the Rani under the contract and winning the difficult suits against East India Company and Keshab Chandra Sircar, the grateful Rani might offer him to be the Dewan of the Estate, as it was lying vacant after the death of Mathuranath Banerji. Swarnamoyee of course never trusted him and was too strong willed a person to transform herself into a puppet in the hands of the designing lawyer from Chandernagore. Harachandra was furious at his dismissal and promised to teach the young widow a lesson. Being extremely egotistical he felt that he was capable of taking away the Estate which he considered in his anger to be practically a gift from him. He

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In the book written by Beharilal Sarkar (1907), entitled Maharani Swarnamoyee (Bengali) which has been repeated almost verbatim by Sabitri Prasanna Chatterjee (1936), in his book entitled Maharaja Manindrachandra (Bengali), the credit of winning the suits for Maharani Swarnamoyee has been given to Rajiblochan Roy. This is absolutely wrong, as during the pendency of the suit Rajiblochan was in Baharbund and practically came to Cossimbazar to take charge of the Durga Puja celebrations. It was only then that his efficiency caught the eye of Swarnamoyee and he was appointed Dewan. The suits in Calcutta was in charge of Mathuranath Banerji, the Dewan and Srinath Chatterji, the Deputy Dewan. The latter carried on his duties alone after the death of the old Dewan. Apart from Srinath there was another aspirant for the job, Harachandra Lahiri himself, but we shall presently see more of him.

<sup>97</sup>Ramgopal Sanyal, Op. Cit. p 42-47 and 80.

changed sides for the fourth time\* and went over to Rani Harasundari, whetting her expectations, by the information that he was capable of making the old Rani the owner of the Estate by depriving Rani Swarnamoyee. It is not difficult to imagine what sweet music these words poured into the ears of the illiterate Rani Harasundari, who had in her time committed the maximum trouble by her surreptitious collections from the Estates creating total dislocation in its administration and management. This time Harachandra was cautious in the wording of the contract, that he entered into with Rani Harasundari. There was no time limit in this agreement. The two important clauses were that he would be given Rupees one lakh after winning the suit and be appointed Dewan of the Estate for life. On 26 February, 1848, Rani Harasundari and Harachandra Lahiri conjointly filed a suit against Rani Swarnamoyee. The Complaint was that as her husband had been living and eating with Europeans and from the hands of the Muslim cooks, he had lost caste, even before his death. Rani Swarnamoyee and her daughters had also therefore lost their caste being the wife and daughters of an outcast and cannot therefore succeed to the property, which under the circumstances should therefore revert to Rani Harasundari according to the Hindu law (There is also a reference to an earlier suit filed with the same contention before the Sadar Ameen of 24-Parganas on 11 August, 1847).

Keshabchandra Sircar was induced to prefer an Appeal to the Privy Council. He was made to understand that the decision on the Will could certainly be reversed in London and the three Codicils could be upheld, merely by the report of the evidence given in his favour. Robert Young, also suffering under the apprehension that the Rani might bring against him and Herklots, criminal charge of conspiracy, fully supported him.

Rani Swarnamoyee followed the policy, she had adopted earlier, of first separating the opposition and then dealing with them individually. Keshab being the weakest of the contestants, direct contact was established with Keshab. He was told that the Rani would in the Supreme Court contest giving him any part of the cost which alone would land him in trouble. Moreover the Rani's charges that he had stolen the jewels of the Raja, would also be revived. An agreement between Rani

\*1st time, for Rani Harasundari and Maharani Susharmoyee against Raja Krishnanath Roy; 2nd time, for Maharani Susharmoyee against Rani Harasundari; 3rd time for Rani Swarnamoyee against East India Company and Keshab Chandra Sircar; 4th time for Rani Harasundari and Keshabchandra Sircar against Rani Swarnamoyee.



Swarnamoyee and Keshabchandra Sircar was drawn by J. S. Judge on 14 July, 1848. Keshab agreed to withdraw and abandon his appeal to the Privy Council and the Rani agreed to pay all the costs that he had incurred in the suits including the present appeal. The Rani would pay him a further sum of Rs. 10,000 and grant him a *patta* for three years for holding a mouza called Taraf Chutti in the Pargana of Kantanagar in Burdwan,\* for the consideration of Company Rs. 800 subject to the yearly jumma (revenue) of Company Rs. 500 per annum. Keshab accepted the money and Pattani for three years and disappeared from the scene.<sup>98</sup> The vibrations of Keshab's career appeared in the seismograph of time, in regard to a piece of land in Banjetia almost 120 years later. Otherwise there was no trace left of him.

After dealing with Keshab, the battle in the Court between the mother and wife of the late Raja Krisnanath, started in earnest. Rani Swarnamoyee continued to suffer personal loss. On 2 Aghran, 1254 (17 November, 1847), her amazon of an aunt passed away. Rani Susharmoyee, who was quite old now (estimated age 78) decided to visit Brindabandham. Rani Swarnamoyee made all the arrangements for the journey. Maharani Susharmoyee went to Jiagunge by palki and took the boat there on 21 Pous, 1254 (4 January 1848). On 3 Falgoon, 1254 (14 February, 1848) information came that the *Kartri Rani* was ill. Arrangements were made to send physicians and to bring her back by boat, she died the same night near Murshidabad. Her body was brought to the Saidabad *ghat* the next day, 4 Falgoon, 1254, and cremated there. The long eventful life of the first wife of Maharaja Lokenath Bahadur ended a chapter in the family history, but opened new channels of dispute between Swarnamoyee and her mother-in-law. She immediately notified Rani Harasundari on 26 February, 1848 that she was the sole surviving member of the cross suits between Raja Krisnanath versus Rani Harasundari and Rani Susharmoyee lodged in 1839, as an outcome of which the Raja had to deposit large sums of money for their maintenance in the Supreme Court. Now that Rani Susharmoyee was dead she was going to move an application on 2 March, 1848 for the withdrawal of the money lodged in the name of the *Kartri Rani*.

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\*This was the fifth Kantanagar established by the descendants of Kantababu. The first one in Murshidabad was named by Kantababoo himself, which was followed by Kantanagars established chronologically in Rungpore, Dinajpur, Faridpore and Burdwan.

<sup>98</sup>Cossimbazar Raj Record Room. Agreement between Rani Swarnamoyee and Keshabchandra Sircar, drawn by J. S. Judge on 14 July, 1848. No. 494 (Brown Sakuntala Box).

The suit trying to prove that Rani Swarnamoyee was debarred from succession as her husband lost his caste before his death was not at all convincing nor was it considered to be an important suit, but the noise it produced was tremendous. Every Government officer, who had sat in the same table with Raja Krisnanath as well as those who had never been entertained by him were summoned to give evidence, which was then columned out with the question in the first column, the answer in the second and the Bengali translation of it in the third column. The famous deposition of Rani Swarnamoyee describing how she became literate was filed before the Supreme Court on 6 May, 1854.

Rani Harasundari's plaint said (1) that she wanted the return of Rs. 50,000 given to Swarnamoyee as loan during the suit of the Will; (2) that she was a *patita* because of her husband and cannot be considered as the heir to the property. Her daughters were also *patita* and could not have any claim either; (3) that the income list of the Estate which was Rs. 26,78,347-10-3 should be delineated from Rani Swarnamoyee as she was *patita* and Rani Harasundari should be put in charge.

Rani Harasundari lost the suit, which was predictable, she was now slowly but steadily driven out of the Jorasanko house, which was taken possession of, by Rani Swarnamoyee. Harachandra Lahiri tried to hold the fort till 1855 but then failed miserably and disappeared. His granddaughter Asmantara is found to be receiving an annual help from Rani Swarnamoyee of Rs. 150 on 10 Kartick, 1300 (26 October, 1893), proving that Harachandra had not only failed to make good his threat but ultimately was himself in difficult circumstances.

Having discussed the feuding parties it is time to observe the action of the East India Company.

The Company acknowledged defeat to the young widow. Swinhoe informed the Board on 23 February, 1847, that the Supreme Court had set aside both the Will and the Codicils. He sent the verdict, quoting the Chief Justice. It went as follows: 'Although this is in form an issue directed on Equity side of the Court, the principles which are applicable to the decision of it are those which guide the Ecclesiastical Court upon an application for admission of a testamentary paper of probate. . . . The facts of that now before us unexampled perhaps in any cause that ever came before any tribunal, leave many things unexplained, many things

which no theory that can be formed will satisfactorily account for. . . . . The evidence in this case is not sufficient to satisfy us, that the contents of the Will and the Codicils originated with the Testator or were adopted by him deliberately at a time, when he was in a condition to exercise. . . . thought, judgment and reflection respecting the act which he was doing and the contents of the papers which he signed. . . . . The Will and these Codicils depart materially from prior testamentary dispositions of the testator made at not very remote period before. Large and inappropriate gifts are lavished by them on a menial servant. . . . . The absence of the provisions for adoption contained in the former Wills is unexplained; . . . . . the usual strong desire of a Hindoo for male succession, . . . . . evince very slight regard for the perpetuation of his family and race, which might have been continued in a male succession through the sons of daughters hereafter had such been born. . . . The Will and Codicils are not proved to have been communicated in their preparation to one single person. . . . .

‘It is remarkable that so little proof is produced that the Will is a holograph of the Rajah and that proof of so unsatisfactory a nature. It depends on the evidence of Mr. Herklots and of Ramchander Seal on neither of whom uncorroborated can dependence be placed. . . We are not merely uninformed of the true state of facts but we have a false account given to us (on oath) on the preparation of the Will. This alone is a startling circumstance and raises a presumption against the case . . . . for it appears that Kessubchunder the legatee to whom such large and strange bequests are made by the Will, entered into a corrupt contract with two of the attesting witnesses to it, . . . . to share with them, in the event of his success, his legacies under the Will. I believe it to be wholly unprecedented in the annals of English Courts. that a devise so acted and perverse, and I will not be the first to set such dangerous a precedent. . . . .

‘The wise caution of the English Courts as to Wills on which suspicion rests should not be relaxed here, least of all in the case of native Wills, frauds on the living are more open to detection, but when death has removed one whose succession is subject of dispute, it may be impossible to unfold in its true character, what is dark and difficult and suggestive of grave suspicion, and the law does not throw on the heirs the difficult task of elucidation. . . .

‘.....This unhappy man who so much needed advice is not shown to have had the benefit of any in the preparation of these important instruments, advice to which when he needed it less, he had previously had recourse; his mind at no time a strong one, a prey to anguish and fear, might easily have become unsettled and weakened at the time of the execution of these instruments, from his dreadful situation charged with a shocking offence, and flying from justice, he might be subjected to vile influences, and we think that in a cause so dark and wicked in many of its parts, so open to suspicion in others, such proof as has been given is very deficient. I know not how we could found any decision in favour of these instruments or any principle recognised by the English Law, and in applying the wise cautions of the English Ecclesiastical Courts to such a case as present, we feel that we are only acting in unision with the general principles of the Hindoo Law when applied to an analogous subject.’

The Chief Justice particularly praised the commendable course pursued by the Government through its lawyers and the members of the Bar who had represented the different parties to the suit. He said ‘that the case on all sides had been conducted with a zeal, an energy and a degree of talent that would do honour to any Bar.’<sup>99</sup>

Thus the Will and Codicils of Raja Krisnanath was declared void. On 20 April, 1847, Messrs Denman, Abbott and Hornies, Attorneys of the Rani submitted her respectful application to the Board of Revenue, to be placed in charge of the management of the Estates of her husband.<sup>100</sup> The Rani’s counsel Mr. L. Clarke wrote to the Board on the same subject on 22 April, suggesting that a decree to this effect may be made by the consent of the Board, which would be the most simple and effectual way of securing and indemnifying the Government. The Board replied that should the Estate be given over to the Rani, it would of course be incumbent upon her to undertake all the liabilities to which the Court of Wards or Government had become subject on account of the Estate. The Rani having agreed to the condition, the Board recommended to the Board of Revenue on 30 April, that her application should be complied with. It was of course not before 12 May, 1847 that the Governor-General’s approval could be communicated. Swinhoe was

<sup>99</sup>Bengal Sudder Board of Revenue, Misl. Proceeding, Wards, of March, 1847, No. 18 (See appendices for the full text).

<sup>100</sup>Ibid., of April, 1847, No. 11.

informed on the same day, a reminder being sent to him on 22 May.<sup>101</sup> On 31 May, 1847, the Supreme Court passed the order that the Estates of Raja Krisnanath might be released to Rani Swarnamoyee, his widow and heiress-in-law. On the same day the Rani executed a Bond of indemnity in terms considered to be sufficiently protective to the Government against all liabilities. The Collectors were asked to furnish the Rani the usual accounts rendered to minors on attaining their majority.<sup>102</sup> It took the Company quite some time to hand over the Estate to her, and the accumulated money and the Promissory notes. The change of administration will be discussed in the next chapter. She however did not get the complete control of the assets till 1854.

The final judgement and decree of the original suit between Rani Swarnamoyee versus East India Company, Charles George Strettell and and Keshabchandra Sircar was published on 25 November, 1847, declaring the widow of the deceased Raja to be entitled to the real and personal estate of her husband, to be possessed and enjoyed by her as the widow of a Hindu husband dying without male issue and in the manner prescribed in the Hindu Law. The cost of all parties was ordered to be paid out from the Estate of the late Raja Krisnanath Roy to the solicitors of the parties and the taxing officers of the Court.<sup>103</sup>

Solicitor Swinhoe communicated the opinion of the Advocate-General to the Board of Revenue that the effect of the decree was conclusive to make the Raja intestate and the Rani heiress-at-law and proprietress of the Estate. The Company generously decided not to appeal the decision and recognise the Rani as the legal successor of her husband. Cecil Beadon, Under Secretary to the Board of Revenue informed the Sudder Board that the Deputy Governor concurred in the opinion with the Board, that the application of the widow of the late Raja to be put in possession of the Estates of the deceased on the terms mentioned..... might be complied with.<sup>104</sup>

Rani Swarnamoyee stood victorious in the Will and Codicils suit. All the attempts by Hedger the attorney of Keshab Sircar to get a new

<sup>101</sup>Ibid., of April, 1847, Nos. 12, 13 and 17; of May, 1847 No. 10, 11 and 14.

<sup>102</sup>Ibid., of June, 1847, Nos. 3, 4, 5, 6, 7, 8, 9 and 10.

<sup>103</sup>Decree of the suit between Sreemutty Rancee Surnamoyee Dossi vs. The East India Company & Ors. Also see: T.A. Venkasawmy Row, *the Indian Decisions*, Old series, Vol. II (Supreme Court Reports of Bengal) Madras, 1911, pp 126-149.

<sup>104</sup>Bengal Sudder Board of Revenue, *Misc. Proceedings, Wards*, of April, 1847, Nos. 10 and 11, of June, 1847 Nos. 8, 9 and 10.

trial of the suit proved fruitless.<sup>105</sup> Keshab ultimately agreed to accept Rs. 10,000 and the Pattani of the mouza known as Taraf 'Chutty in Pargana Kantanagar in Burdwan for three years, on dropping his appeal to the Privy Council, which had received the sanction of the Supreme Court, on 14 July, 1848.<sup>106</sup>

Even the attempt of Rani Harasundari, the volatile mother-in-law in conjunction with the abrasive Harachandra Lahiri failed to convince the Court that Rani Swarnamoyee was a *patita* (outcast) and as such could not be considered to be the lawful heiress to the property. The complaint of Harasundari however revealed that the income of the Estate then stood at Rs. 26,78,347-10-3 per annum.

It was in a deposition given on commission between 6 to 15 May, 1854, Rani Swarnamoyee revealed that she was completely illiterate at the time of her husband's death and that with the help of her late Dewan Mathuranath Bandopadhaya who expired in 1847 (Jaistha, 1254) she was now literate. She admitted that she had paid Rs. 30,000 to Harachandra Lahiri, according to the contract with him for the suit with Keshab *Khansama*, though Harachandra had not according to the terms of the contract provided her with full accounts of the expenses. He had also not returned the golden hooka, the diamond star and the mohurs, found amongst the Raja's goods. She admitted that Rani Harasundari had given her Rs. 10,000 for the conducting of the suit.<sup>107</sup>

There was now only one hurdle left and that was her husband having been declared "*Felo de se*", the Crown was entitled to the property of the person who had killed himself. On 6 January, 1852 Seton Kerr, Secretary to the Government of Bengal forwarded the opinion of the Advocate General C. R. Princep, 'I have always entertained considerable doubt whether the forfeiture of goods and chattels, consequent upon attainder of felony, by the law of England, applied to the natives of this country,.....the doubt has been strengthened by the decision of the Privy Council in the Martin Causes, which negatived

<sup>105</sup>Bengal Sudder Board of Revenue, Proceedings of 20 July, 1847, No. 41.

<sup>106</sup>Petition of Compromise between Rani Swarnamoyee and Keshabchandra Sircar, 14 July, 1848.

<sup>107</sup>Complaint of Rani Harasundari in the suit Rani Harasundari & Harachandra Lahiri vs Rani Swarnamoyee in the Supreme Court. And the Deposition of Rani Swarnamoyee.

the right of the Crown to the lands of an alien by birth whether within or without those limits.....Taking it for granted that the expressed opinion of the Court is correct and that by self-murder, the late Raja Kristonath Roy forfeited his goods and chattels to the Crown, that forfeiture related to the time of committing the felonious act and not the finding on the Inquisition. And it becomes a question whether the forfeiture passed to the East India Company under the warrant of Her present Majesty,.....for if it did not pass, the Ranee must deal with the Crown directly and the East India Company has no power over the property. Now the warrant relate to all forfeitures etc. ordered, adjudged, set, imposed or awarded by the Supreme Court or any Court of Justice..... But as yet the forfeiture has neither been ordered, charged, adjudged or awarded by any complete Court or authority, it rests merely on the findings by a Coroners' Jury....not followed up by any other order or proceedings upon it, I have therefore very serious doubts, whether the property in question be yet so vested in the East India Company... With the above doubts in my own mind, I think the only safe course would be, is to leave the Ranee to traverse the Inquisition or take such other course that her advisers may suggest in order that some decision or order may be obtained which would afford sufficient indemnity to them and their officers.'<sup>108</sup>

Judge, the Solicitor to the Rani, did not let grass grow under his feet and wrote to the East India Company on 11 May, 1852 enquiring the intentions of the Board of Revenue.<sup>109</sup> Grant, the new solicitor of the Company did not consider the decision given by the Supreme Court as correct, nor did he agree with the views of Princep, the Advocate General. He proceeded to give his own opinion relating the whole case from the suicide of the Raja, writing of his Will and the conduct of the suit in the Supreme Court. By giving his own interpretation to the matter he completely clouded the issue, grudgingly admitting that the Supreme Court decision has put the Rani in possession of all her husband's properties. He suggested that inspite of the Advocate General's opinion, the new Advocate General Jackson who was known to hold a different opinion might be consulted. He advised that if the right be established in a great educational scheme, rather than in giving it to the widow, the propriety of the confiscation by the Crown might be fully established. He also

<sup>108</sup>Bengal Sudder Board of Revenue Proceedings of 10 February, 1852, Nos. 14 to 16.

<sup>109</sup>Ibid., of 18 May, 1852, Nos. 35-37.

informed that a Warrant had been obtained from the Crown which was published in the Government Gazette of 31 May, 1852, which granted to the Company all forfeiture etc. adjudged to the Crown. Reading this note Lord Dalhousie wrote on 30 June, 1852, 'I think the right ought to be maintained. Moreover I think the Ranees has no moral or equitable right to one pice of it and that the Government will do well to apply it to Educational purposes, as being in the direction of the deceased Raja's expressed wishes—Dalhousie.'<sup>110</sup> Lord Dalhousie's order was to establish the right of the Crown and subsequently that of the East India Company. So the Under Secretary wrote to the Board to intimate the law officers to take appropriate action.

In 1853 the name of the Bengal Sudder Board of Revenue was changed to "Board of Revenue, Lower Provinces", Lushington, the new Secretary wrote to Cecil Beadon, Secretary to the Government of Bengal on 5 October, 1852, that according to the instructions of the letter of 8 July last, directing instructions to be issued to the law officers of the Government, 'to adopt immediate measures for establishing the right of the Government....I am directed to submit....for consideration and orders, a copy of the Advocate-General's opinion.' In his opinion C.R.M. Jackson was no longer eager to prove his predecessor Princep, wrong, on the contrary he was supporting him by the retracing his steps. He signed the opinion on 25 September, 1852, writing, 'This case has become complicated since I last considered it on 16th February, 1850, when I expressed an opinion that the Crown was entitled to the funds in the court. Since then the Crown has by Letters Patent, granted certain forfeitures to the East India Company and a question has arisen whether this forfeiture falls within the description contained in the Letters Patent....' He then went on to question whether the Inquisition by the Coroner can be considered a judgment and whether such a judgment can be covered by the Letters Patent. If the verdict of the Supreme Court can be treated as the judgment in favour of forfeiture by the Crown, it happened before the order was issued. He could not deny the view taken by Princep nor could he support it. At last he commented that he did not agree with Princep that the English law for forfeiture was not applicable to the Hindus dying "Felo de se", though he agreed that it was true that the Privy Council held that the law of escheat as to the property of aliens had not been introduced here. Ultimately he summarised, 'I have good

<sup>110</sup>Bengal Revenue Consultations, Proceedings of 8 July, 1852, Nos. 9 to 11.



reason to believe that the Ranee Surnomoye intends to petition to the Supreme Court for the payment of these funds in November or December next and that she would have made such application before this, had she not been advised to serve the Crown through the solicitor of the Treasury in England with notice of her petition, it being the opinion of her counsel, that if a forfeiture had been incurred, the Crown and not the East India Company are entitled. Under these circumstances, I strongly recommend the Government not to take initiative, but await the result of the Ranee's petition, which will of course be served on the Government as well as the Crown. I recommend this course, first, because I do not think any petition on the part of the Government is likely to accelerate a decision; second, because if Government applies by petition and fails on the ground that the Letters Patent do not grant forfeiture to the East India Company or on any other ground, the Government will have to pay the costs of all parties; thirdly, because I think the Government should wait the result of the Ranee's notice to the Crown in England and ascertain with accuracy the views of the Crown before they take any step; and fourthly because in a case which is likely to create so much discussion, I would prefer that the Government come before the Court at the instance of the Ranee herself. The property in question is all in Court and there is therefore no danger of its being lost.'<sup>111</sup>

On 22 November, 1852, a petition was moved on behalf of Swarnamoyee in the Supreme Court for an order that the accumulations of a monthly sum of Rs. 100 payable from the interest of a certain sum of money, ordered by the Court to be set aside to meet the rent of a residence in Calcutta for the Ranee Harasundari and the late Ranee Susharmoyee but which sum has never been drawn by the said Ranees, be paid now to Rani Swarnamoyee, widow and heiress of the late Raja Krisnanath Roy. Notice was issued to the Crown and other parties on 5 October, 1852. The prayer was for retrieving C. Rs. 31,250 or S\* Rs. 29,300 deposited by the late Raja. The accumulation on this account on 4% interest was S\* Rs. 3700, which Swarnamoyee now petitioned to be paid back to her as the amount had not been drawn. On 14 October 1852, the Rani gave notice of moving another petition on the same date i.e. 22 November, 1852 in regard to S\* Rs. 6,37,300 which was held by the Supreme Court for the maintenance of Rani Harasundari and Rani Susharmoyee. Now that Rani Susharmoyee was dead,

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<sup>111</sup>Bengal Revenue Consultations, Proceedings of 30 June, 1853, Nos. 8-21.

Swarnamoyee prayed that the amount relating to Rani Susharmoyee might be returned but the amount relating to Rani Harasundari might be retained by the Supreme Court. She pointed out that after the death of Rani Susharmoyee on 14 February, 1848, there was an accumulation in the hands of the accountant, because of the collection of interest, of an additional sum of S<sup>a</sup> Rs. 9583-6-5 equivalent to Company Rs. 10,222-4-0. The legal representative of the late Rani Susharmoyee was entitled to C. Rs. 2453-5-0 inclusive of arrears not paid to the said Rani before her death. Now the only money to be paid was Rs. 1400 per month to Rani Harasundari which was equivalent to S<sup>a</sup> Rs. 1312-8-0 a month annually, amounting to S<sup>a</sup> Rs. 15,750 which at 4% interest would be covered by the sum of S<sup>a</sup> Rs. 4,05,000, which may be retained by the Court and the balance amount coming to the sum of Rs. 2,38,900 be returned to her, Rani Swarnamoyee.<sup>112</sup>

Beadon tried to find out what was happening to the 'self-murdered' felons in Bombay and Madras. He also got the statements of the Sudder Board, where it was stated that the Estates of Raja Krisnanath Roy had been made over to his widow Rani Swarnamoyee, on her executing an Indemnity Bond jointly with Harachandra Lahiri by which they became bound to the East India Company in the sum of C. Rs. 3,00,000 to keep harmless and indemnify the Company against any claim or claims that a third party might raise against them. The Bond was executed on 31 May, 1847 according to which the Rani was now in possession of the Estate.<sup>113</sup>

Fortunately for Swarnamoyee, Jackson went home and C. R. Princep took over as the permanent Advocate General on 18th May, 1853. He was strongly against taking any action that would not be advantageous to the Company. He was also aware of the sympathy that the young Rani commanded amongst the public. He wrote to the Government of Bengal pointing out the difficulties that the Company would have to face if they tried to institute proceedings to realise the forfeiture incurred by felony. He also showed that Jackson had the same opinion in the matter. He added 'I believe that in consequence of an intimation made of the opinion of the Governor General on the proposal of compromise, the Ranee Surnomoye is about to take the course long ago suggested by the Supreme Court i.e. to transverse the Inquisition of 'felo de se', which if successfully

<sup>112</sup>Ibid., No. 12.

<sup>113</sup>Ibid., No. 16.

done will negative the right of the Crown.' Beadon was however not convinced and wished a trial of strength to take place. On 28 June, 1853, Grant, the solicitor informed the Board that the Advocate General had written to Mr. Lawford, the attorney of the East India Company in London and forwarded a copy of the letter. Princep writing on 16 June, 1853, made it clear, that it was decided not to take any action till the Rani had applied for the funds of the 'felo de se' i.e. her husband, the late Raja. As the Rani had now served a notice on the Lords of the Treasury, a request was made to postpone her application to the Court here until the matter should be considered by the Lords of the Treasury. 'I am informed', wrote Princep, 'that some enquiry is on foot and that it lies between the Treasury and the Court of Directors.' He wanted to know what should be the course of action of the Government of Bengal particularly in keeping with those in England. 'This information would enable us to shape our course of proceedings here and probably prevent our proceedings in apparent breach of an understanding with yourselves in England.'<sup>114</sup>

That was the end of the official communication in the matter except of course the most vital one, which was a Memorial from Rani Swarnamoyee directly to the Queen Victoria's Excellent Majesty through the Sudder Board of Revenue, which they forwarded on 27 December, 1850. In this long petition, the full history of the facts from the day of the suicide of her husband had been given in the fullest detail. The Rani prayed to the Queen, 'that Your Majesty would be graciously pleased under the circumstances to abandon all claim to the property of the said Raja Kristonath Roy, deceased.'<sup>115</sup>

The situation all over India was not exactly going in favour of the East India Company, though their political supremacy was unchallenged in the country. Trouble started in their most vulnerable wing, the army. The sepoys were discontented. There was of course nothing new in this as sections of them both European and Indian had become restless throughout the country but were ultimately satisfied by measures both foul and fair. Executions and discharges in the army was a regular feature of its administration.<sup>116</sup>

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<sup>114</sup>Bengal Revenue Consultations, Proceedings of 30 June, 1853, Nos. 19, 20 and 21.

<sup>115</sup>Bengal Sudder Board of Revenue Proceedings of 27 December, 1850, No. 7 (See Appendices for the full text of Rani Swarnamoyee's Memorial to Queen Victoria).

<sup>116</sup>Philip Mason, *A Matter of Honour* (1974), p 56-242.

The discontent of the army was quite well known to the authorities. Charles Napier, Henry Lawrence, Thomas Munro and Mountstuart Elphinstone had all published their apprehensions about the possibility of mutiny, but little had been done to alleviate the fears and suspicions of the Indian sepoys who came from the northern provinces. There is no need to go into the causes of the mutiny about which many worthy works are prevalent.\* The mutiny helped Rani Swarnamoyee in an indirect manner. First the Government was so absorbed in the Great Mutiny that matters like Swarnamoyee's succession to her husband's Estate or the confiscation of the property of the 'felo de se' by the Crown or by the Letters Patent issued by the Crown to the East India Company after the judgment of the Supreme Court, became secondary matters. When the Mutiny was over the British Crown had taken over India under her direct management. It took another few years to establish the Queen's administration firmly.

Now in 1860 the members of the new Indian Revenue Council were Earl Canning, Sir Hugh Rose, Sir Henry Bartle Edward Frere, Sir James Outram and James Wilson who replaced Cecil Beadon as its Secretary. This important Committee could not waste their time on such matters as the forfeiture of property of a zemindar in Bengal. They were more concerned in introducing Income Tax for the first time in India on aggregate annual profits of more than Rs. 10,000 (See : Proc. 20 October, 1860, p 337-349).<sup>117</sup> Therefore the case against Rani Swarnamoyee lapsed by default. To finally bury it underground only a formal petition was necessary to be filed, which was done on 13 February, 1860 to the Lieutenant Governor of Bengal John Peter Grant. Swarnamoyee submitted that the English Law of 'Felo de se' and the forfeiture of the property of such a person, according to sound legal and constitutional principles and to greater weight of authority could not be made applicable to a Hindu. Moreover such a right of the Crown had not been exercised even in England in recent times not to speak of other places. She proposed to pay Rs. 2,50,000 to Bethune School for the promotion of female

\*Dr R. C. Majumdar, Sepoy Mutiny and Revolt of 1857; Dr S. N. Sen, Eighteen Fiftyseven; Christopher Hibbert, The Great Mutiny; Philip Mason, A Matter of Honour. etc. etc.

<sup>117</sup>Indian Revenue Consultations, Range 193, Vol. 44; January to December, 1860 (printed).

education and Rs. 50,000 to the newly established Berhampore College (1853).<sup>118</sup>

Swarnamoyee ultimately became victorious in all her endeavours, but it was a hollow crown. Like the hero of a famous play of Shakespeare, she cleared the grounds for the succession of the youngest son of Gobindasundari, who was born, proving the supreme sense of humour of providence, on 29 May, 1860.<sup>119</sup> She held and improved the Estates increasing their income and profitability, which, were enjoyed by her nephew-in-law. Gobindasundari, in 1860 started a fresh controversy asking the Government to restrain the expenses of Rani Swarnamoyee as the ultimate owners of the properties were her sons and not the childless widow.<sup>120</sup>

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<sup>118</sup>The Memorial of Rani Swarnamoyee to John Peter Grant, Lt. Governor of Bengal, 13 February, 1860.

<sup>119</sup>The horoscope of Maharaja Sir Manindra Chandra Nandy (1860-1929).

<sup>120</sup>The Memorial of Govindasundari to John Peter Grant, Lt. Governor of Bengal, 21 November, 1860.

## CHAPTER X

### THE ADMINISTRATION OF THE ESTATE 1844-1859

Indeed, in 1860 Rani Swarnamoyee was a childless widow. Her elder daughter Laxmimani who was called Laxmibabu, endeared herself to all concerned by dressing as a boy and behaving as the male representative of her mother, from the age of four. She inherited her father's love for horses and dogs, becoming the source of affection to all those who knew her father. She died on 24 October, 1850. Even the hard hearted Rani Harasundari wept for the first and perhaps the last time since the death of her husband, when the news was brought to her. Born on 24 June, 1842 (9 Ashar, 1249), she was eight years and four months old when she expired.

Saraswati, the youngest daughter born posthumously on 15 June, 1845 was married to a good looking boy in 1856, at the age of eleven. She gave birth to a daughter in the Cossimbazar Palace in November, 1857 and died on 7 April, 1859, at the time of giving birth to another daughter. Karunamoyee, the elder and the only surviving grand daughter was brought up by Rani Swarnamoyee, who drove away the father of the child as she thought him to be the cause of the death of her daughter. Karunamoyee however also expired before the decade was over.\*

When the administration of the Estate is related, the reader will keep in mind the personal sorrow and the growing isolation of Rani Swarnamoyee, though she behaved in the same energetic way that was her character. There is no praise too high to commend her. By her humanity and charity, by her care and consideration, she raised the prestige of the family to a level never attained before.

On the news of the death of Raja Krisnanath on 31 October, 1844, the East India Company through its Court of Wards took charge of the property turning a deaf ear to Rani Swarnamoyee to mutate her name in the place of her husband. Yet the officers of the Rani stayed in the

\*Karunamoyee died sometime after 12 Sept, 1859 but before 28 Sept, 1860.

districts assigned to them trying to keep control of the properties on behalf of the Rani. In many districts they even carried on the collection of rents. Rajiblochan Roy, the Rani's representative in Baharbund Pargana was the most successful. He was even capable of organising the tenants in refusing to pay rent to the Company. Both the parties however waited for the outcome of the Supreme Court suit, where the Rani had challenged the alleged Will of the late Raja, and therefore scrupulously avoided any confrontation. The collection of the Court of Wards, always bad, now became ridiculous.

The Court of Wards themselves faced many problems which were as divergent as they were perplexing. Instead of a chronological description, they may be better understood if classified under different sub-titles.

It is needless to emphasise that this chapter will be divided into three different parts. The first will be from 2 November, 1844 to 20 April, 1847, when the Board of Revenue's mind was made up to surrender the Estate to Rani Swarnamoyee, after her victory in the Supreme Court suit, which set aside the alleged Will and the several codicils of the late Raja. The second part covers the period between 20 April, 1847 to 27 December, 1850, when the Rani was recognised to be the undisputed legal heir of her husband and took charge of the Estate; while the third part relates to the period from 1851 to 1859, when Swarnamoyee slowly attained the complete control of her properties. The first period obviously is the most complicated and confusing.

*Part I—2nd November, 1844 to 20 April, 1847.*

(a) The Debts of the late Raja.

As soon as the news got around that Jackson, the Commissioner of Murshidabad had sold some of the properties of the late Raja Krisnanath Roy by auction on 16 June, 1845,<sup>1</sup> on behalf of the Court of Wards, claimants started streaking in with their demands for money due to them by the late Raja. It was difficult for the Board of Revenue then, as it is

<sup>1</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1845, Nos. 11, 14, 15, 16, 17 and 19; of July, 1845, No. 2.

for your biographer now, to find out which of them were real. Krisnanath in the last four years of his life was spending without restraint. In 1843 and 1844 alone he spent sixty to seventy percent of the total of about Rs. 48,00,000 that he is credited with spending in his last 48 months.

It is not possible to dispute the claims of Hamilton & Co. with whom he had a running account. Analysing this account, only his mad desire for acquiring things, can be perceived. They wrote to the Board on 12 June, 1845, expressing their desire to be employed to sell the jewels acquired by the late Raja. They knew many of the properties as they were frequently bought from them. They were agreeable to take charge of the jewels in Berhampore and bring them for sale to Alipore or Cossipore outside the jurisdiction of the Supreme Court. Their charge would be a percentage on the sale value which would encourage them in getting a better price. Not getting a reply they reiterated their proposal on 15 July, 1845, also informing that even on 1 October, 1844, the late Raja had bought some jewels. Forwarding their bill they asked for payment for a property of considerable value which consisted of one hundred and fifty lamps, ordered through them from England, a steam engine big enough to be fitted in a ship and 12 splendid chairs.<sup>2</sup> Jackson asked for advice on 30 July, 1845, but the Board was not eager to transact any further sales and wrote back on 12 August, 1845 that the claim of Hamilton & Co. had better lie till the end of the litigation.<sup>3</sup> Hamilton & Co. pressed for payment again on 10 February, 1846, pointing out that the Board was competent to make the payment. They gave a long explanation of how they had procured the goods without making any profit. The Board, on 17 February, gave a diplomatic reply saying that there were sufficient funds left by the Raja and on their proving the debt to the satisfaction of the Court of Wards, the payment would be made.<sup>4</sup> The total amount of the claim turned out to be Rs. 27,776-11-0, which was later revised to Rs. 31,245-13-11.<sup>5</sup> On receiving another reminder of the Hamilton & Co. on 27 April, 1845, Taylor, the Commissioner of Murshidabad looked into the details and informed the Board on 30 July, 1846 that the late Raja's account showed the purchase of 112 papier machie chairs, one gold guard chain, one large gold ring,

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<sup>2</sup>Ibid., of June, 1845, Nos. 12 and 13, of July, 1845 No. 9.

<sup>3</sup>Ibid., of August, 1845, Nos. 15 and 16.

<sup>4</sup>Ibid., of February, 1845, Nos. 22 and 23.

<sup>5</sup>Ibid., of February, 1846, No. 45.



formally set with a large and several small diamonds, 4 small diamonds and some other goods reported earlier.<sup>6</sup>

If the debt to Hamilton & Co. could be said to be real, the demand made by Lt. Col. E. Garstin was open to grave doubt. His letter trying to blackmail Krisnanath only a few months before his suicide had been quoted in the last chapter of his biography. Now after the lapse of almost a year Garstin as the executor to the Estate of J.C. Sutherland wrote to the Board on 9 July, 1845 that he called on the Raja, 3 or 4 days before his death, when he acknowledged the correctness of the claim and expressed his intention of paying the sum. His Vakeel, E. Colebrook, who practised in the Sudder Dewany Adwalet and had accompanied him to the Raja, had requested him to register his claim.<sup>7</sup> Taylor, the Commissioner was doubtful about the demand. He wrote on 14 April, to the Board that Sutherland's account was impossible to check as it ran from 1839. Col. Garstin informed that the original vouchers had been sent to the Raja. Taylor wanted to find out whether any such papers were in the custody of the Registrar, Supreme Court, who had taken charge of all the properties.<sup>8</sup> Garstin's claim amounted to Rs. 22,620-8-9.<sup>9</sup> While the wrangling was going on, the Shalimar house was kept vacant. Harvey, the Commissioner of Jessore reminded the Board that the house had already incurred a loss of Rs. 400. He was almost inclined to accept the offer of Greenfield & Co. made to the Collector, 24 Parganas of buying the house. The Board sent him a copy of the Advocate General's opinion requesting him to desist taking any action till the litigation was over.<sup>10</sup>

Fortunately for the Rani, winning the trespass suit against the Collector, Murshidabad had great effect on the officials, who felt that Swarnamoyee not only had the power to strike back but was also inclined to use it, if harassed. Thus after 9 May, 1846, when the judgement was delivered and heavy damages were fixed, on the Collector of Murshidabad, the Rani commanded more respect. All properties of the Deity and her Stridhane were returned by 16 January, 1847.<sup>11</sup> There could not be a better way to make the all powerful East India Company

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<sup>6</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1846, No. 5; of August, 1846, No. 29.

<sup>7</sup>Ibid., of August, 1845, Nos. 2 and 3.

<sup>8</sup>Ibid., of May, 1846, No. 4.

<sup>9</sup>Ibid., of February, 1846, No. 45.

<sup>10</sup>Ibid., of December, 1846, Nos. 13, 14 and 15.

<sup>11</sup>Ibid., of May, 1846, Nos. 13, 14, 20 and 21; of January, 1847, Nos. 26 and 27.

realise, that the Queen's Supreme Court would protect the citizens of India against their unlawful actions.

Claims continued to pile up. One P. Macdonald demanded Company Rs. 5,474 for having managed the late Raja's Meherpur and Plassey properties in Nadia in 1840-41. He enclosed a certificate from J. D. Herklots. Explaining the lateness of the demand, he pleaded that he had been to England. His actual dues were Rs. 3192, the balance being interest. At least in this case Commissioner Taylor was able to fish out a receipt granted by Macdonald acknowledging the full payment and refused to admit his claim in spite of the allegation that the receipt was forged.<sup>12</sup>

Even Mrs. Mary Peterson, the midwife claimed a sum of Rs. 600 on 2 December, 1846 as her fees for confining the Rani during the birth of her second daughter. The Board rudely replied that not only her fees were very high but she also would be required to show that she attended the lady referred to by her, under a specific agreement to receive the sum, that was claimed by her and that she attended for a sufficient period to entitle her to the remuneration in question and that that was her usual rate of charge for rendering her services.<sup>13</sup>

A list was drawn up by Taylor and sent to the Board on 17 February, 1846. Presumably these were the claims admitted by him. Some claims increased, like the Hamilton's, but the others were also not free from doubt. Pratap Singh Doogur claimed that he had loaned the money to the late Raja when he visited Baharbund. Messrs. H. & G. Cook's claim was for hair cutting, razors, tooth brushes and such items for which vouchers were filed. Garstin was of course claiming for the estate of Sutherland. Madhusudan Sen, a Muktear in Murshidabad filed his claim due on a document bearing the seal and signature of the late Raja. Doorgaprasad Bhattacharjee claimed the amount per month as the salary of the priest for the worship of Brahmamoyee Thakurani, an idol in the Raja's house in Cossimbazar. Chandranarain Saha had not been paid the value of Mds. 4000 of lime which was used in remodelling the Banjetia house. Radhakristo Das Mohunto put forward his claim basing it on a Sanad dated 12 December, 1840 which granted him Rs. 10 per month

<sup>12</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of August, 1846, Nos. 2 and 4; of April, 1847, Nos. 6, 7 and 8.

<sup>13</sup>Ibid., of December, 1846, Nos. 5 and 6.

from Sraban, 1251 to Ashar, 1252, for the worship of the idols 'Shamsoondar, Gopeenath and Radharani at Sri Brindabandham' and for repairing the temples. Messrs. Cook & Co's claim was for keeping and selling horses.

<i>List of claims</i>	<i>Place</i>	<i>Company Rupees</i>
1. Pratap Singh Doogur	Rangpur	Rs. 43,433- 9-8
2. Hamilton & Co.	Calcutta	,, 27,776-11-0
3. E. Garstin, Executor of Sutherland	do.	,, 22,620- 8-9
4. Messrs. H. G. Cook	do.	,, 199- 0-0
5. Madhusudan Sen, Muktear	Murshidabad	,, 2,724- 4-7
6. Doorga Prasad Bhattacharya	do.	,, 12- 0-0
7. Chandranarain Saha	do.	,, 1,780- 0-0
8. Radhakristo Das Mohunto	Brindaban and Mathura	,, 1,500- 0-0
9. Messrs. Cook & Co.	Calcutta	Dealt separately
C Rs. 1,00,054- 2-0 <sup>14</sup>		

But the debts and claims kept on increasing. Frith and Sanders, Solicitors to the Court of Wards forwarded on 3 April, 1846, the demands of Messrs. Gibson & Co. amounting to Rs. 12,000. That was not all. The Gibson Company informed that further bills were being made ready. B. Smith & Co. put forward a claim of Rs. 5700 on unpaid bills, Cook & Co. for Rs. 8800, Martin & Co. for Rs. 5000, Lattey Brothers & Co. for Rs. 10,000 and Messrs. Watson Borradaile & Co. on account of Messrs. Nash & Co. of London for Rs. 35,000, totalling to a further sum of Company Rs. 77,300.<sup>15</sup> Taylor was not satisfied with these demands. He wrote on 14 April that none of the parties except Gibson & Co. and Messrs. Cook & Co. had made any demands after the Raja's death. Most of them were however tradesmen's bills unsupported by any vouchers or receipts to prove that the goods were actually supplied. The only supporting document given by the parties were Affidavits sworn before a Magistrate. He asked the Board whether he should recognise such demands. The claim of Cook & Co. was very funny indeed. Their original claim was for only Rs. 119. Now they reported that the horses that had been sold by the order of the Registrar, Supreme Court, really belonged to them, having been given by the late Raja in lieu of some payment amounting to Rs. 4000. Taylor suggested that, under the circumstances Messrs. Cook & Co. should have informed the Registrar for the settlement

<sup>14</sup>Ibid., of February, 1846, No. 45.

<sup>15</sup>Bengal Sudder Broad of Revenue, Misc. Proceedings, Wards, of April, 1846, Nos. 6, 7 and 8.

of their claim. The above remark applied also to Gibson Company's purchase of a black thoroughbred New South Wales horse, called Othello, costing Rs. 4000, which was in the possession of Mr. Cook at the time of the Raja's death and later sold by the Registrar's order.<sup>16</sup>

Radhakrisna Das Mohunto of Brindaban, emboldened by the admission of the former demand made a further claim for Dussera of Rs. 2400 on 18 August, 1846. The Sudder Board advised Taylor to behave as the guardian to a minor.<sup>17</sup> Soon however Carr Tagore & Co. forwarded the bill of one Dr. E.W.W. Raleigh for confining the Rani at the time of the birth of her first child in 1842. The Carr Tagore Company could not produce the bill of the doctor so they reduced their total demand from Rs. 3000 to Rs. 2502-1-4, agreeing to deduct the interest if immediate payment was made. Taylor reported the payment of the reduced sum to them on 18 August, 1846.<sup>18</sup>

Correction of the old demands was made from time to time. Madhusudan Sen, Muktear wrote that his total actual claim was Rs. 13, 621-7-4 and not Rs. 2724-4-7 as informed earlier. Curiously Pratap Chand Doogur's new claim was one anna and eight pies lower than the former demand and stood at Rs. 43,433-8-0.<sup>19</sup> Messrs. Ostell and Le Page, British Library, forwarded a claim of Rs. 104 on 18 November, 1846.<sup>20</sup>

It was from January, 1847, that Taylor started to pay the tradesmen, the claims of whom were admitted by him. Within a fortnight he had paid one lac of Rupees.<sup>21</sup>

Even in 1847 claims for money continued to flow in. This time it revealed a new facet of the late Raja's character, if true, though the way the matter was conducted was not at all convincing. One L. Fiery of Berhampore wrote to W. M. Dirom, the Collector of Murshidabad, on 4 January, 1847, asking him to pay the two bills forwarded by him, on 6 July, 1846. Antedating the bills by six months had a strong ring of suspicion, which became deeper when it was revealed that Fiery had given

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<sup>16</sup>Ibid., of April, 1846, No. 4.

<sup>17</sup>Ibid., of April, 1846, Nos. 2 and 3.

<sup>18</sup>Ibid., Nos. 4, 5, 6 and 7.

<sup>19</sup>Ibid., of October, 1846, No. 10.

<sup>20</sup>Ibid., of November, 1846, Nos. 17 and 18.

<sup>21</sup>Ibid., of January, 1847, No. 1.

the late Raja guitar lessons. The bill of his was even more peculiar, as it dealt very little with guitars or their lessons.

L. Fiery's bill :—

In 1843	Repairing a self performing organ	CRs. 250-0-0
	Repairing a grand piano	„ 100-0-0
	To purchase of a Guitar	„ 50-0-0
	To purchase of an Instruction Book	„ 16-0-0
In 1844	Repairing a silver watch	„ 25-0-0
	Supplying springs to musical boxes	„ 40-0-0
	Repairing and supplying an accromative glass to a telescope	„ 16-0-0
		<hr/> CRs. 497-0-0

He further claimed through Reid, the Magistrate, a further sum of Rs. 400 at the rate of Rs. 40 per month for giving lessons on a Spanish Guitar from December, 1843 to October, 1844. The interesting part however was that the bill was accompanied by certificates from persons like Reid, Dr. Young, J. D. Herklots and even Keshab Sircar, the servant and B. P. Singh, a guard. There were too many elements of doubt in the whole affair and of course no guitar, or a grand piano had been found in any of the houses of the Raja. Taylor rightly informed Fiery that he was sorry that he could not pay his bill. On 28 January, 1847, the Board ordered Taylor to pay the demands of Fiery in full.<sup>22</sup> The only comment this episode demands is that pulling the right strings always had been a gainful occupation.

It may be concluded therefore that much of the claims were insupportable. Taylor admitted some mistakenly like the Garstin demand, resisted some fictitious demands successfully and succumbed to the Board's pressure helplessly. Out of the total demand of Rs. 2 lacs, more than half was inadmissible. As Taylor paid only a little over Rs. one lac it may be said that he gave a reasonably good performance of his responsibilities. Left, to himself, the conscientious Taylor, would have certainly reduced the demands to one third of the claims submitted. He seriously and rightfully challenged the Garstin claim which was from 1839 and if read with Garstin's letter of 10 September, 1844, would have sponsored many doubts, but had to ultimately be admitted.

<sup>22</sup>Bengal Sudder Board of Revenue, Misl. Proceedings, Wards, of January, 1847 Nos. 21, 22, 23 and 24.

## (b) The Appointment of the Manager.

Jackson, the Commissioner of Murshidabad informed the Board on 23 May, 1845 that he had appointed the Collectors of the various districts where the properties of the late Raja Krisnanath were situated, as the Managers of the Estate under Regulation 7 of 1799. The Board wrote back on 17 June expressing their doubt whether such appointments would be held legal under the Act. They requested Jackson to appoint either an European or a native as Manager who would take charge of the entire Estate.<sup>23</sup> Jackson continued to insist on his suggestion<sup>24</sup> but made no appointment as long as he was there. Taylor, who came to officiate in November raised the question again.<sup>25</sup> It was imperative under the Regulation quoted above that a 'Manager' must be appointed by the Collector and approved by the Board of Revenue. The nomination of a 'Serbarakar' to be made again by the Collector was also statutory. The Board advised Taylor, 'You have the power of rejecting or confirming and antecedently of recommending and advising the Collector in the the selection of a Manager and Serbarakar to the Estate of the late Raja Kristonath Roy.' He was directed to appoint a trustworthy person upon a good salary under the control of the Collector, Murshidabad.<sup>26</sup> In reply Taylor suggested that he would like to employ a Manager for the whole Estate and pay the incumbent Rs. 1000 per mensem exclusive of the proper establishment. The headquarters of the Manager will be in the Murshidabad district and the Serbarakar will be required to look after the collection including the payment from the Putnees.<sup>27</sup>

One T. I. Bell wrote to the Board on 9 February, 1846 applying for the post of the Manager but was told on 10 February that the post had been already filled up.<sup>28</sup> On 27 February, A. C. Macarthur was appointed the Manager of the Estate of the late Raja Krisnanath. He was asked to provide Rs. 50,000 as security, which he could not, but suggested alternatively that he would tender the names of two gentlemen of known respectability and substance and who would be willing to bind themselves to make good any embezzlement which may hereafter be proved against

<sup>23</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1845, Nos. 19 and 20.

<sup>24</sup>Ibid., of July, 1845, No. 2

<sup>25</sup>Ibid., of December, 1845, No. 2

<sup>26</sup>Ibid., of December, 1845, Nos. 3 and 4

<sup>27</sup>Ibid., of January, 1846, No. 9

<sup>28</sup>Ibid., of February, 1846, Nos. 20 and 21.

him. The Board approved the appointment on 16 March.<sup>29</sup> But Macarthur objected to certain clauses in his terms of appointment, and did not take up charge till April.<sup>30</sup> On 6 May the Board was informed that the security offered by Macarthur turned out to be none other than the Government pleader of the Sudder Dewany Adwalat, Prasanna Coomar Tagore. He signed the security bond specifying that it should be drawn from 1 March, as the new Manager arrived at Berhampore on 23 February. This was disputed by Macarthur who demanded payment from 26 January, 1846. Taylor had to write to the Board for order, and got their approval that 1 March, 1846 would be the day from which the new Manager was entitled to draw his salary.<sup>31</sup>

Harvey, the Jessore Commissioner, now suggested that the Bulbulee and Shalimar estates of Sibpore, in Howrah, belonging to the late Raja might be handed over to the newly appointed Manager. After some deliberations, the Board consented to the suggestion on 1 June, 1846.<sup>32</sup> Money, the Collector of Murshidabad was disturbed to find that Rani Joydoorga, zemindar of the Pargana Pykar had filed a suit against the sale of the property which was bought by Prossonno Coomar Tagore and pledged as security. He informed Macarthur that his security was not sufficient. Moreover after valuation it was found to be worth only Rs. 22,000. The Board was informed and opinion from legal remembrancer sought.<sup>33</sup> But before the matter of the security was resolved, Macarthur suggested that an European might be appointed as his Naib, the native one having resigned lately. He wanted the new Naib to be stationed at Gyabari and have three assistants. He proposed that the Naib be paid Rs. 400 per month and his assistants Rs. 300 each per month. He opined that with this establishment manned by European gentlemen the collection would improve vastly. The Commissioner recommended the arrangement. The Board wrote to Taylor on 17 September, 1846 that they would be very much disappointed if a bumper collection was not realised by these liberal measures. They also reminded him that the new Manager's salary had also been liberally fixed, while the security demanded was really very small and there was a deficit in security

<sup>29</sup>Ibid., of March, 1846, Nos. 8, 9 and 10.

<sup>30</sup>Ibid., of April, 1846, Nos. 2 and 3.

<sup>31</sup>Ibid., of May, 1846, Nos. 25 and 26.

<sup>32</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1846, Nos. 5, 6, and 7.

<sup>33</sup>Ibid., of July, 1846, Nos. 24, 25, 26, 27, 28, 29, 30, 31 and 32.

amounting to Rs. 28,000.<sup>34</sup> Soon of course there was more demands from Macarthur. He wanted a pucca building to be built in Pargana Baharbund for storage of papers and the thorough repair and reconstruction of the *catchery* buildings and bungalows. He sent his special report on Baharbund in which he calculated that from 1247 to 1252 (6 complete years) the total Jumma at the rate of Rs. 2,73,530 per annum, came to Rs. 16,41,185-6-0 in six years of which the total collection had been Rs. 10,45,792-10-7, leaving a balance of at least Rs. 6 lacs or on an average one lac of Rupees as arrears each year. He found the Putwaries and Pykers of the Estate so totally amalgamated in interest with the jotedars that it was impossible to depend on them or detecting the malpractices that were going on. He now recommended appointing European *Tahsildars* and reducing the total Jumma to Rs. 1,50,000, which was even lower than the current average collection which was Rs. 1,75,000 per year. He also wanted to have a completely new set of Pykers. Taylor this time was not impressed. He told Macarthur point blank that he would have to do with what he had. He had no intention, he informed the Manager, of chasing irrecoverable old balances in useless litigations. He wrote, 'Still your best endeavours should be exerted towards the realisation of what can be proved to be due.' Taylor approved reasonable repairs but ruled out any new construction. He was also opposed to the reduction of the total Jumma even by a Rupee. He opined that Rs. 2 lacs per year could be easily collected and with better settlement the rental would easily go up to Rs. 5 lacs per year. Taylor reported to the Board that with all his European assistants Macarthur was neither very successful nor very popular. The jotedars and farmers were not cooperating with him at all.<sup>35</sup>

Soon however Macarthur demanded more money for repairs to the late Raja's house in Berhampore cantonment. The house was let out to Mr. Lyall for Rs. 60 per month. For its repair now, C Rs. 1866-14-3 was demanded. James Lyall wanted to vacate the house at first then deducted Rs. 1050 on the plea of repairing it. He was three years in arrear of rent. Macarthur foolishly agreed to his suggestions. He also failed to improve the collection in Baharbund. The Board felt that with firmness and conciliation the opposition of the tenantry could be put down.<sup>36</sup> In short

<sup>34</sup>Ibid., of December, 1846, Nos. 16, 17, 18 and 19.

<sup>35</sup>Ibid., of December, 1846, Nos. 20, 21, 22, 23, 24, 25 and 26.

<sup>36</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of January, 1847, Nos. 5, 6, 7, 12 and 13.



he proved to be totally unsuccessful in all the spheres of management, yet the Board advised by the Commissioner continued to tolerate him.

(C) The Estates

(i) *Chotti Balliapur*

Jackson in 1844 leased out most of the estates. Being reprimanded by the Board for this illegal action he informed on 22 July, 1845, that the lease of the estates Deehee Kumargaon under the Collector of Rajshahi and Baharbund under the Collector of Rungpore had been cancelled, but as Chotti Balliapore was assigned in the Will to Keshab Chandra Sarkar he had maintained the lease. The estate was farmed for Rs. 16,414 per annum though the present Jumma (revenue) was Rs. 17,000. Jackson pleaded that as the estate was 100 miles away from Suri (Birbhum) on the West and in a wild part of the country in Manbhoom under Hazaribagh Division and therefore difficult for Khas collection, the Board may agree to let the lease stand. Plowden writing on 5 August, did not agree and asked him to cancel the lease before the Court ordered them to be squashed. He cautioned that all Putnee grants alleged to be made by the late Raja during his life should be closely examined and their validity scrutinised.<sup>37</sup> It was not before the end of November that the Governor-General's Agent in Hazaribagh informed that the lease given to 'Mr. Watkins' by Commissioner Jackson, had been cancelled. Of course the expenses involved for the cancellation was debited to the estate.<sup>38</sup>

A month later, the new Commissioner of Murshidabad proposed on 15 December, 1845 that Keshab Sarkar had agreed to take the lease of this estate, which might be given to him. The Board this time astonishingly agreed, asking the Commissioner to add a proviso in the deed that the lease will be automatically cancelled if the Raja's Will was set aside.<sup>39</sup> It was not before the annual statements arrived on their table that the Board woke up to the real state of things. The balance due to the Government was Rs. 7-13-4 while the balance outstanding was Rs. 5588-5-10.<sup>40</sup> They immediately suggested *khas* collection under the supervision of the Collector, which proved to be effective and on

<sup>37</sup>Ibid., of August, 1845, Nos. 13 and 14.

<sup>38</sup>Ibid., of November, 1845, Nos. 17 and 18.

<sup>39</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of December, 1845, Nos. 8 and 9.

<sup>40</sup>Ibid., of July, 1846, Nos. 4 and 5.

17 December, 1846, a sum of Rs. 9187-4-7 was remitted to the Collector of 24 Parganas from the surplus of Chotti Balliapore.<sup>41</sup> (this later became the largest coal bearing area comprising 70 percent of the Ranigunge coal fields).

(ii) *Habaspur*,

It was reported by Taylor that the lease of Habaspur given by the late Raja for 5 years at an annual Jumma of Rs. 9300 would come to an end on 30 April, 1846. Taylor had received an application from Mr. Rice, the joint proprietor of the Dobracole Indigo factory in Pabna of Messrs. Carr Tagore and Company, soliciting the grant of the lease on the same terms as before. Strangely the Board on 11 March, 1846 received the recommendation of the Commissioner and turning down the alternative suggestion of *khas* collection, recommended that the lease would be renewed with Mr. Rice on 30 March, 1846.<sup>42</sup> Carr-Tagore and Company wrote back to the Board on 24 July claiming Rs. 3278 for the rented villages in Habaspur (Pabna), for the Indigo factory at Dobracole. Explaining the demand they wrote that it had been for years when they were in the habit of crediting the rent to the Raja's account, allowing him to draw any amount and debiting his tradesmen's bills there. On balancing the account the above amount had become due. They sent a bill to prove the truth of their contention. On 18 August, the Carr-Tagore and Company were paid Rs. 2502-1-4 in full satisfaction of their bills. The Board on 4 September confirmed the payment.<sup>43</sup> The Rani bitterly complained on 20 April, 1847 that the granting of the lease was done without taking into account the capacity of the lessee to pay the annual rent. She pointed out that Mr. Rice was merely a Superintendent in the Dhokrakole (Dobracole) Indigo concern, employed directly by the heirs of the late Babu Dwarkanath Tagore. He had also made an application to the Collector to be put in possession of 11,000 bighas of land, known by the name of Chur Shah Amirpur (mistakenly referred to sometime as Shamirpur), which he claimed to be appertaining to Taraf Habaspur and included in his farm. In spite of the Collector's direction, the record-keeper was reluctant to report, so Rani Swarnamoyee informed that in the final decree of the Civil Court of Dacca, *Chur Shah Amirpur* had been declared to be a distinct *mehal* and it was not Mr. Rice but the

<sup>41</sup>Ibid., of January, 1847, No. 2.

<sup>42</sup>Ibid., of March, 1846, Nos. 17 and 18.

<sup>43</sup>Ibid., of July, 1846, Nos. 33 and 34 and of September, 1846, Nos. 5 and 6.

representative of the estate of the late Raja who was entitled to obtain the possession of these 11,000 bighas of land with mesne profits to the amount of nearly Rs. 2 lakhs from the Government, and also from Ramratan Roy and Goroogovinda Chaudhuri, but the Collector had taken no steps to enforce the demand.<sup>44</sup> The Collector seemed to be enjoying his life in the lotus island, as he did not take any action at all.

(iii) *Other estates*

It is evident from the above two examples that Raja Krisnanath was extremely inefficient in the management of his estates and for ready money would give almost any amount of concessions to parties seeking lease. After his suicide when the Company held the property, under the Court of Wards, the careless leasing out of the estates continued. They were given to persons who had no intention other than making some quick money. Whether the officials of the Company were involved is a matter of conjecture, but granting concessions without gain, are generally not considered as a natural human behaviour.

The same story will be repeated in the Raja's granting Bongaon Pargana for Rs. 16,000, then reducing it to Rs. 12,000 per annum similarly Bhowanipur and *Chur* Khidirpur were let out for Rs. 447 per annum, Jote Sarbajoy for Rs. 2201 to Mr. Dalrymple, while other areas for a pittance.<sup>45</sup> Jackson had granted Deehee Bauleah of Pargana Mahammadshahi for Rs. 4569-9-6, Bhagsundar Ijmali in Pargana Amrool for Rs. 9234-1-10, Deehee Brajapur for Rs. 10,450-5-8, Deehee Gacha for Rs. 8760-7-8, Kamargaon for Rs. 8587-1-0 and Daulatpur for Rs. 1044-11-8 the last three in Pargana Bongaon, totalling to Rs. 42,646-5-4 per year for 10 years. Under the order of the Board all the leases were set aside. Taylor complained on 9 March, 1846, that the collections had fallen very low, the estates were neglected and confusion reigned supreme. He suggested that the lands should be measured and proper organisation and keeping of records taken up immediately. The Board agreed to approve the cost provided the Collectors supervised the work of measurement.<sup>46</sup>

<sup>44</sup>*Ibid.*, of April, 1847, No. 11.

<sup>45</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of December, 1844, No. 20 and of August, 1845, Nos. 13 and 14.

<sup>46</sup>*Ibid.*, of March, 1846, Nos. 19 and 20.

Harvey, the Commissioner of Jessore reported outstanding balances in Peer Ballavpur of Rs. 355-12-10 of Sudder Jumma and Rs. 6425-5-5½ of Muffasil collection, in kismat Burbuckpur in Nadia Rs. 4168-14-2, in Plassey also in Nadia Rs. 6823-2-3, in Jabagram in Burdwan Rs. 198-8-4 and Pargana Mahamed Ameerpur Rs. 7994-7-11.<sup>47</sup> Rani Swarnamoyee in her letter to the Board strongly complained of the mismanagement of the estates by the Court of Wards. She also complained that the several suits instituted by the Raja against persons who tried to usurp different portions of the various estates, had also been neglected.<sup>48</sup>

The suits included were against Gadadhar Chowdhury and others in Rungpur, where the lower courts had decreed against the Raja while he was still a minor. Similar situation prevailed in the suit won by Pratap Chand Barooah. The Board realising this default asked the Commissioner Taylor to appeal in both the cases. Now the legal Remembrancer also opined to appeal against the decrees as the Raja's case was not represented at all. The suit against Bhawaniprosad Roy was one of them. At long last the Government Pleader was asked to appear on behalf of the Court of Wards.<sup>49</sup> Swinhoe asked for Rs. 10,000 on 27 January, 1847, to finance these suits.<sup>50</sup>

(iv) *John Herklots and Dr. Robert Young.*

Both John Herklots and Dr. Robert Young had been sponging the young Krisnanath ever since he attained majority. Krisnanath of course not only considered them to be his friends but also trusted them absolutely, taking their advice from time to time to run his Estate. Presumably this was resented by Digambar Mitra, when he assumed the charge of the Estate as the Dewan. It was unfortunate that Digambar had to leave the services of the Raja, which increased the influence of the two Europeans on him. Soon becoming more greedy the Europeans hatched a plan so that they did not have to depend on the Raja's pleasure. They became intimate with the Raja's *khansama* Keshab, who himself rose to the position of a favourite by catering to Krisnanath's weaknesses, after the departure of Digambar. It was revealed in the suit of the Will

<sup>47</sup>Ibid., of November, 1846, Nos. 23 and 24.

<sup>48</sup>Ibid., of April, 1847, No. 11.

<sup>49</sup>Ibid., of December, 1845, Nos. 4 and 5; of January, 1846, Nos. 5 and 7; of February, 1846, No. 5; of March, 1846, Nos. 21 and 22; of July, 1846 Nos. 11 and 12; of August, 1846, Nos. 10, 11 and 12.

<sup>50</sup>Ibid., of January, 1847, Nos. 3, 4 and 5.

after the Raja committed suicide that the legacy received by Keshab would be divided between the three of them, the Europeans getting 5/16th part each while the remaining 6/16th part would be retained by Keshab.

The Europeans were intelligent enough to realise that it was the Baharbund Pargana in Rungpur, which was the choicest morsel among the Estates, which alone had 'practically been the sheet anchor to the riches made by the Cossimbazar Raj family. Now they planned to get hold of the property, which would give them enough handle for extracting money from the owner of the Estate even if the suit of the Will went in the Rani's favour. With this end in view they prayed for the lease of the Baharbund Pargana, without losing any time on 7 December, 1844. Their prayer was granted by Jackson, the Commissioner, for Rs. 3,40,000 per annum. He however pointed out that the rate had been fixed very high, recommending that it might be reduced to Rs. 1,70,000 per annum. Strettell, the Rani's Attorney vehemently protested on her behalf for granting the lease at all on 27 December, 1844 and again on 5 May, 1845. He pointed out that the Rani particularly disliked the lease being granted to Mr. Herklots and Mr. Young. The Rani's agent in Baharbund organised tenants urging them not to recognise the Europeans as lessees nor to pay them any rent. After repeated letters from the Advocate General, Plowden, the Secretary of the Board wrote to Jackson to cancel all the leases given by him. It was now revealed that Jackson without waiting for the approval or confirmation by the Board, had given the lease of Baharbund Pargana to Herklots and Young for 10 years on a paltry sum of Rs. 1,70,000 per annum and had already taken Rs. 50,000 as advance. Young now complained to the Governor-General himself, that on the death of Raja Krisnanath, they had taken up the farm of Baharbund Pargana and had advanced Rs. 50,000 which had now been terminated without reason on 24 July, 1845. They filed a suit against Jackson for damages.<sup>51</sup> This was the first of the three suits that Rani Swarnamoyee had to take charge of, against Herklots and Young.

Taylor, the officiating Commissioner forwarded the original *Kabuliyat* (lease deed) of Baharbund Pargana to Cecil Beadon, the Secretary to the

<sup>51</sup>Bengal Sudder Board of Revenue, Misch. Proceedings, Wards, of May, 1845 Nos. 6 and 7; of June, 1845, No. 3; of July, 1845, Nos. 13 and 14 (Cancellation of Lease); of September, 1845, Nos. 15, 16, 17, and 18.

Government of Bengal on 13 October, 1845, who after perusing the deed remarked that Young and his partner did not deserve to be dismissed even in the first year of their lease and should be compensated for their troubles. He however retraced his steps in a second letter, commenting that under the circumstances no compensation can be given. Board's letter to their attorney Swinhoe, could have been amusing if it did not hurt the widow of the late Raja. They wrote how Jackson anticipating the Board's wish started to farm out the estates without taking the approval or the formal permission of the Board, who were not even given a chance to let him know their feelings. On 13 February, 1846, they reported to Halliday, Secretary to the Governor-General that a suit had been instituted by Messrs. Herklots and Young against Jackson, and that the Company's lawyer had entered an appearance on behalf of Jackson.<sup>52</sup>

Taylor informed that the collections in Baharbund, which had not at all been satisfactory had been Rs. 3,29,952-9-15-1 per year (Baharbund Rs. 2,77,235-7-17-1, Bhitarbund Rs. 20,539-11-18 and Gayabari Rs. 31,177-4-0, the three together was known as Pargana Baharbund). The collection was made from an area comprising 7,58,531-1-0 Bighas of land. The total number of villages were 368. The measure prevalent as *Guz* (usually 36 inches) was slightly smaller than the standard being  $34\frac{1}{2}$  inches, therefore one bigha was  $56 \times 56$  which was considerably less than the *haat* which was 18 inches making the standard bigha  $80 \times 80$ . It was estimated that the whole of the the Pargana consisted of 16,00,000 bighas of land.<sup>53</sup> The Deputy Surveyor General was requested to survey the 16,00,000 bighas of land, to which he agreed, informing that the cost of the operation would be C Rs. 1630 plus Rs. 370 per month.<sup>54</sup>

The correspondence between Young and Jackson was sent to the Advocate-General who opined that in the suit that has been instituted, if the Company won, it would rather be because of the weakness of the plaintiffs than by any strength of the defence. Herklots proposed to compromise for a large sum of money, which received the approval of the Advocate-General, but J. Lewis, a member of the Board, in a note

<sup>52</sup>Bengal Board of Revenue, Misc. Proceedings, Wards, of November, 1845, Nos. 12 and 13; of February, 1846, Nos. 5, 6, 7, 15, 16, 17, 18, 19, 25, 26, 27, 28, 29, 31, 32, 33, 34, 37 and 41 and Bengal Revenue Consultations, Proceedings of 8 October, 1845, Nos. 13 and 14, Proceedings of 25 February, 1846, Nos. 27 and 28.

<sup>53</sup>Bengal Board of Revenue, Misc. Proceedings, Wards, of February, 1846, Nos. 42, 43 & 44.

<sup>54</sup>*Ibid.*, of March, 1846, Nos. 11, 12 and 13.

of dissent, urged that no money for compromise should be paid. E. M. Gordon, another member, agreed with him. When both the minutes were sent to the Advocate-General, he was confused. He opined that it was a fact that the Commissioner possessed no power to grant any lease without the specific sanction of the Board.<sup>55</sup>

Swinhoe, the Company's Attorney informed that a plaint had been filed by Mesers. Herklots and Young demanding the security paid Rs. 50,000, interest Rs. 4400, Revenue paid to the Collector Rs. 7084 and establishment Rs. 14,869 making a grand total of Rs. 76,353. The Collector had already refunded to them Rs. 49,700 and they had made collections of Rs. 2100, totaling to Rs. 51,800. Therefore the net amount due to them was only Rs. 24,553, without challenging their demands. Lowis once again refused to pay the balance.<sup>56</sup>

The next move of the two Europeans was made on 24 November, 1846, when Herklots notified the Board that Rs. 40,984 was due to him from the Raja's Estate as payment of salary and also for building a three storied house in Banjetia which was proposed to become the University according to the late Raja's Will. He was considerate enough to state that he was generous enough to charge for only the unpaid amount of the bill. To make his position convincing he submitted two plans with his demand. What he failed to explain was that he had always received money on demand from the late Raja as his cash books show, but never bothered to give him any receipt. He did not explain either what was his monthly salary or for what period he demanded them for services rendered. His building plans were even more peculiar as there were no three storied building in Banjetia. Even the palace where the Raja lived was practically an one storied house on a very high plinth, making the ground floor fit for storing and such other purposes. The Board referred the letter to the Commissioner.<sup>57</sup>

In the meantime the suit against the East India Company of Young and Herklots for damages making Jackson liable was heard. The suit was tried before Justices Grant and Setan, who found a verdict for the plaintiffs on all the issues. Swinhoe informed

<sup>55</sup>Ibid., of April, 1846, Nos. 13 to 22, 27 ABCDE and 29 A and B.

<sup>56</sup>Ibid., of May, 1846, Nos. 31, 32, 33, 34 and 36; of June, 1846, Nos. 22 to 27 and 29 and 30.

<sup>57</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of November, 1846. Nos. 25 and 26.

on 30 November, 1846, that the plaintiffs would have to be paid Rs. 19,986 plus costs which brought the total amount to C. Rs. 21,111. He requested for the money. The Advocate-General however opined that an appeal should be preferred before paying any sum of money to Messrs Young and Herklots.<sup>58</sup>

The Board asked the Surveyor General to take up the physical survey of Baharbund, assuring him that his costs would be paid from the Estate of the late Raja Krisnanath. On 28th November, 1846, the Deputy Surveyor-General sought the authority of the Government to use the mathematical instruments of survey in the Parganas Baharbund, Bhitarbund and Gayabarry. Taylor, the Commissioner, surveyed the Parganas from the point of view of settlement. He wrote to Macarthur, the Manager, on 4 December, 1846, that if properly surveyed and with better settlement the rental would go up to Rs. 5,00,000 per annum, instead of Rs. 2,73,530 which was the prevalent annual demand of which collection was being made on an average of Rs. 1,75,000. Taylor pointed out that the jotedars were not co-operating with the administrators which situation was further aggravated by the appointment of European assistants. The Board requested the Surveyor-General who had already started their work to particularly examine the areas where a boundary dispute was in existence. He was also asked to prepare a *jummabundi* of the area to fix the ultimate *jumma* of the area. Taylor also emphasised to the Board of the necessity of keeping the collections of Baharbund separate to meet the various demands. He informed that he had already kept a lac of Rupees in his hand for emergencies.<sup>59</sup>

It was at this juncture of time on 28 February, 1847, the Will and the codicils of the Raja were set aside and Rani Swarnamoyee was declared the legal heir of the properties.

Robert Young and John Herklots wrote to the Board, 'We are induced to lay the present claim and proposition before you for consideration of the Board of Revenue, from a belief that it is the intention of the Court of Wards to retain possession of all the landed estates belonging to the late Rajah Kristnath Roy. As the matter rests, the Supreme Court has given a verdict of damage in our favour for one year, we are advised

<sup>58</sup>Ibid., of December, 1846, Nos. 7, 8 and 9.

<sup>59</sup>Ibid., of October, 1846, Nos. 4 and 6; of December, 1846, Nos. 4, 23, 24, 25 and 26; of January, 1847, No. 1.



that we are entitled to compensation for the remaining and unexpired portion of the time for which we originally held the lease of the Baharbund estate.' They suggested that as Herklots was going home (in April), they would like to come to an arrangement with the Company so as to avoid any future long and tiresome litigations. Forwarding this letter without date the Board wrote to the Secretary, Revenue Department on 8 April, 1847 that they agreed with the Advocate General that nothing would be gained by an appeal. Colville, the new Advocate General reversed the opinion of his predecessor on 20 March, 1847, by remarking that though the judgment was most certainly a bad one it would be better to come to an arrangement with the plaintiffs, as nothing would be gained by an appeal. Mysteriously Young and Herklots in their letter almost repeated the opinion given by Colville. The Board asking for instructions from the Secretary, Revenue Department, also informed that the Rani would apply for the release of the Estate from the Court of Wards, on the ground of being herself competent to manage her affairs. Whether the Board, under the circumstances, should at all negotiate with Young and Herklots.<sup>60</sup>

Soon however Messrs. Denman, Abbot and Hornies, Attorneys of Rani Swarnamoyee wrote to the Board on 20 April, 1847, bitterly complaining about the lease which was granted to Young and Herklots for a paltry sum of Rs. 1,70,000 per annum. Then the lease was cancelled and damages amounting to Rs. 20,000 were paid out of the Estate funds. All this time the valuable estate of Baharbund was running at a loss for bad management by the Court of Wards. 28 different suits regarding this Pargana had remained unattended by the Revenue authorities. Rajiblochan Roy, the muktear at Baharbund on behalf of the late Raja was unceremoniously dismissed without showing any reason. The new muktear Gooroooprasad Roy, had been formerly and was still a dependent, servant and muktear to Bhowaniprosad Roy, who was not only a zemindar of an adjacent area, but was also busily engaged in possessing a large portion of Baharbund illegally. Under his direction the management and execution of the various decrees of the Court had been neglected and the defendant Gooroooprasad was availing the opportunity of transferring various properties in the names of his relatives and friends. The Rani wanted that the management of the Estates might be forthwith

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<sup>60</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of April, 1847, Nos. 2, 3, 4 and 5.

handed over to her, so that she did not suffer for the intentional failing of others.<sup>61</sup>

The Board was informed that negotiation with Young and Herklots might be opened, in which event the Rani would of course undertake to pay the claim of Herklots and Young. They suggested on 30 April, 1847, 'The widow of Raja Kristnath Roy has applied to be put in possession of the Estates and that under the circumstances of the case it is the opinion of the Board that her application should be complied with.' They also added, 'The success with which the affairs of the Ranee have been conducted appears to afford sufficient grounds for presuming her capable to manage her zemindarree concerns or at least to select fit person for their management.'<sup>62</sup> The Board, at last, was acknowledging the intelligence of Swarnamoyee who was still in her teens. Another situation developed. On hearing about the Rani's victory in the Will suit, the tenants of Baharbund ceased paying any rent to the Company, as they presumed that the hateful administration of the Court of Wards was soon going to end.<sup>63</sup> In handing over the charge of the Estates to the Rani, the East India Company kept the sum of Rs. 1,50,000 as security indemnifying them against all claims and demands of Robert Young and John Herklots in respect to the cancelling of their lease of Baharbund.<sup>64</sup>

Another matter and another demand involved Herklots and Young. Messrs. Mackillop Stewart & Co. wrote to the Board on 13 May, 1847, claiming to be paid their demand which had been disallowed by the Commissioner of Murshidabad. They informed, 'The late Raja bought an Indigo factory in Rungpore in connection with Messrs. Herklots and Young from a constituent of ours Mr. I. Wolff. In payment of the price, he gave an order to Mr. Herklots on 1st April, 1844, Mr. Wolff, who was considerably in our debts for previous advances. . . . endorsed the Rajah's cheque on Mr. Herklots to us. . . . but Mr Herklots however either would not or could not pay and we were referred to the Rajah's Solicitor, Mr. Strettell.' It appears a little strange that the claim was made so late. The other matter which must have drawn the reader's attention by now is that wherever there was the controversial matter of approving the late Raja's signature, Herklots was almost always found to be involved in some way or

<sup>61</sup>Ibid., of April, 1847, No. 11.

<sup>62</sup>Bengal Sudder Board of of Revenus, Misc. Proceedings, Wards, of April, 1847 Nos, 16 and 17.,

<sup>63</sup>Ibid., of June, 1847 No. 4.

<sup>64</sup>Ibid., of June, 1847 Nos. 9 and 10.

other in almost all doubtful transactions. Strettell however refused to reply to the demand, which was now made to the Board. They, therefore, requested the Court of Wards to order payment of the Raja's Promissory Note for Company Rs. 7000 plus interest of ten percent per annum calculated from 1 April, 1844. The matter grew even more curious as the Board on the 1 June, ordered Taylor, the Commissioner of Murshidabad to make the payment and 'to deduct the amount from the balance to be transferred to the widow of the Rajah with interest.' The Board seemed to be more eager to make the payment even when a firm decision had been taken to hand over the charge of the Estate to Rani Swarnamoyee. They also ordered that the official survey work in Baharbund must stop and the establishment broken immediately. The records of the survey was made over to the Collector of Rungpore for transferring them to the Rani, who would be responsible for the balance payments. If she wished to continue the survey of the Pargana, she was expected to take her own measures.<sup>65</sup>

Swinhoe the Attorney of the Company informed on 2 July, 1847 that Robert Young and John Herklots had started another suit against the East India Company. He furthermore stated that the young Rani had expressed her desire to defend the suit in place of the Company. The Board found no objection to the Rani being allowed to defend the action, but asked the Advocate General to be put in contact with the Rani's counsel.<sup>66</sup> Thus Swarnamoyee took upon herself the opportunity of dealing with Young and Herklots directly.

Robert Young soon sent his demand for the payment of his expenses as an witness in the suit of the Will. The Board ordered its payment and wrote to the Commissioner, Murshidabad to pay Young the sum of Rs. 3241.<sup>67</sup> But before the money could be paid out, Denman, the Attorney for Rani Swarnamoyee asked to see the entire correspondence between the Board and the Commissioner, Murshidabad, as he felt new grounds would have to be taken to defend the suit instituted by Young and Herklots. He also requested to be allowed to copy the important documents. He confirmed that he would be acting on behalf of the East India Company and wanted all the petitions made by Young and Herklots singly or jointly. The Board was glad to leave the responsibility

<sup>65</sup>Ibid., of June, 1847, 18, 19, 20, 27 and 28.

<sup>66</sup>Bengal Sudder Board of Revenue, Proceedings of 6 July, Nos. 45 and 46.

<sup>67</sup>Bengal Sudder Board of Revenue, Proceedings of 23 July, 1847, Nos. 23 and 24 27 July, 1847, Nos. 21, 22 and 23.

of these nagging suits on him and wrote to their Attorney that the Board had granted all his prayers.<sup>68</sup>

Now John Herklots sent his claim for appearing as witness in the Supreme Court, getting it certified by the Company's Attorney. The Board issued an order of payment of Rs. 2309, advising that it should be paid out of the security of Rs. 1,50,000 that had been kept as security by the Rani to meet the demand of the suits brought against the Company by Young and Herklots.<sup>69</sup>

Robert Young now channelised his demand through Charles Hogg, the Sheriff of Calcutta. who wrote to Swinhoe on 23 May, 1848, that the money might be paid immediately. He also demanded another sum of Rs. 12,454-2-8 on behalf of Young, suggesting that both the sums might be paid from the security of the Rani. But on the same day Messrs. Judge, Vrignon and Newmarch, the new attorneys for Rani Swarnamoyee informed, 'We have the honour to inform you that we have just obtained an order from the Supreme Court, suspending execution of the Writ of *fieri facias* issued in the cause of Young and another vs East India Company, until the 26 instant, when the Court will hear the argument on our *rule nisi* obtained this day for discharging the Writ on payment into the Court of the amount of damages and costs, there to remain unless the defendants shall give security on taking the same out to abide the result of the appeal.' Rani Swarnamoyee had thrown the gauntlet to Herklots and Young, whom she believed to be mainly responsible for the dissipation of the career of Krisnanath and his untimely death. Now Judge, the Rani's attorney informed that an appeal in the suit of Young and Herklots versus East India Company, which had been approved and settled by the Advocate General and counsel Mr. Morton had been filed on 24 May, 1848. The Writ obtained by the plaintiffs had been also suspended. Now it was necessary for the Company to deposit into the Court Rs. 12,124, the amount of damages fixed to be paid to Young and Herklots, which was asked to be deposited with Henry Holroyd, Esq., clerk of the Papers either in cash or draft payable to him. Plowden took immediate action and a Treasury draft was transmitted to the clerk of the Papers of the Supreme Court. He was however equally quick to write to Taylor on 5 June, 1848, that the sum of Rs. 12,124-1-2 should be

<sup>68</sup> Ibid., Proceedings of 13 August, 1847, Nos. 35 and 36 and of 17 August, 1847, Nos. 9 and 10.

<sup>69</sup> Ibid., Proceedings of 28 March, 1848, Nos. 15 and 16.

recovered from the reserve fund in his hand belonging to Rani Swarnamoyee.<sup>70</sup>

The delay caused by the Commissioner in sending the various sums of money required for the suit did create some confusion, for which he blamed the Collector. This controversy brought to light that he was holding much more than the stipulated sum of security of Rs. 1,50,000. As this matter will be dealt in detail, therefore no comments are offered now. The Commissioner however sold a G. P. Note of Rs. 40,000 to pay Rs. 6779-7-1, Rs. 8000 and Rs. 21,079-7-1.

Judge informed the Board on 10 January, 1849 that Graham of Mitre Court Chambers, Temple, London, had been entrusted to conduct the appeal in the Privy Council on behalf of the East India Company in the case of Young and Herklots. He suggested that £ 750 might be transmitted to the Court of Directors so that they could advance the money to Graham. The Board informed the Governor-General in Council and received their permission for sending Rs. 10,000 to London to meet the Hon'ble Court's drafts.<sup>71</sup>

The appeal was pursued in the Privy Council, though not as smoothly as it should have been, largely because of the stinginess of the Board to pay the required amount of money, the dilatoriness of Taylor, the Commissioner and the foolishness of Halkett, the Collector of Murshidabad. Young and Herklots were not however in a comfortable situation either. They were certain that if the Rani won the Appeal, she would pursue the matter to its logical end by suing them for damages, and there was also no doubt about the fact that she would see that the amount claimed was more than what was demanded by them. Young and Herklots started to talk about a compromise. Ultimately on 26 May, 1849, Judge forwarded to the Board the terms of compromise between Sreemutty Rani Swarnamoyee and Messrs. Young and Herklots. As the original appeal was on the suit filed by Young and Herklots against the East India Company, they were necessarily made a party. The draft deed of compromise was sent for the approval of the Board. The Advocate General Jackson opined that if the East India Company was made a

<sup>70</sup>Bengal Sudder Board of Revenue, Proceedings of 26 May, 1848, Nos. 42-48, and of 6 June, 1848 No. 38.

<sup>71</sup>Ibid., Proceedings of 19 January, 1849, Nos. 29 and 30 And Bengal Revenue Consultations, Proceedings of 7 February 1849, Nos. 4 and 5.

party to the agreement, it must clearly appear that the Rani was the party really interested in this suit and that the East India Company having no pecuniary interest therein, entered into the compromise at the Rani's request. On 24 August, 1849, Judge wrote to the Board again enclosing the bill of costs of Thomas Graham, and informing that the proceedings of the appeal had been stayed on the instructions of Rani Swarnamoyee, for the protection of whose interests, the East India Company were nominal parties both in action and in the appeal. The sum of £345-12-6 was paid by the Board, who also approved the amendment. The compromise petition was signed by Rani Swarnamoyee in Bengali on 22 November, 1849. She also authorised Swinhoe to make payment of the bill of Thomas Graham. William Nelson Hedger forwarded two copies of the agreement between Rani Swarnamoyee and Messrs. Young and Herklots and East India Company in order that they were executed by the Company. The unpaid amount of Rs. 12,124-1-2 which was decreed against the Company was ordered to be paid to the Rani as she had settled the claim with Young and Herklots. The salient features of the compromise were as follows :—(A) Young and Herklots on 5 May, 1846 filed their suit and got the amount of Rs. 21,111-7-0 and damages of Rs. 3,00,000; (B) on 29 June, 1847, they filed their second suit for damages amounting to Rs. 2,00,000, the verdict of 18 February, 1848, granted only Rs. 10,000 as damages; (C) The appeal was filed on 23 May, 1848; (D) In the compromise it was agreed that Rani Swarnamoyee would pay them the cost granted in the original suit, i.e. Rs. 12,124-1-2 and nothing else. The suit was to be withdrawn from the Privy Council, each party bearing their own costs. Seton Kerr forwarded the Agreement in four parts after it was signed by the Governor-General in Council on 25 May, 1850 and was then duly executed by the Deputy Governor W. H. Smoulet. The officiating solicitor informed on 13 June, 1850, 'I beg to forward for the information of the Board, the accompanying letter from Mr. J. S. Judge, the attorney of Ranee Surnomoyee, by which you will perceive, that all proceedings in the Supreme Court and before the Queen's Privy Council, have long since been stayed in pursuance of the compromise, which has been entered into by all the parties concerned.'<sup>72</sup>

<sup>72</sup>Bengal Sudder Board of Revenue, Proceedings of 9 June, 1848, Nos. 40 and 41; of 20 June, 1848, Nos. 1, 2, 17 and 18; of 4 July, 1848, Nos. 15 and 16; of 8 August, 1848, Nos. 44, 45 and 46; of 18 August, 1848, Nos. 45 and 46; of 29 August, 1848, Nos. 25 and 65; of 12 September, 1848, Nos. 55 and 56; of 22 May, 1849, Nos. 79 and 80; of 5 June, 1849, Nos. 12 and 13; of 20 July, 1849 Nos. 46-48; of 24 August, 1849, Nos. 90-92; of 11 December 1849, Nos. 1-3; of 21 January, 1850, Nos. 55 and 56; of 22 February, 1850.

And that saw the end of the scourge which went by the name Herklots and Young. This document also saw the release of both the Rani and the East India Company from all future claims on Pargana Baharbund from the various demands of Herklots and Young.

*Part II—20 April, 1847 to 27 December, 1850.*

(a) The Properties

The verdict on the appeal of the suits on the Will and the codicils went in favour of Rani Swarnamoyee who was declared the legal heir on 28 February, 1847. The East India Company agreed to put the Rani in charge of the Estate from 20 April. Time was wasted and the Rani received no communication. On 20 April, 1847, the Solicitors of the Rani, Messrs. Denman, Abbott and Hornies, wrote to the Board, 'Under the instructions of our client Sreemutty Ranee Surnomoyee, we have the honour to solicit that you would submit her respectful application to the Board of Revenue to be placed in the management of the Estates of her husband, the late Rajah Kristnonath Roy Bahadur, which on his death was taken possession of as national property by the Board's order. This we presume was done in consequence of the production of an alleged Will devising to the Government by far greater portion of the property for educational purposes and not under the provisions of sections IV and V of Regulation X of 1793 relating to female proprietors of Estates.

'.....Under such circumstances the lease (which has been granted to Messrs. Herklots and Young) cannot be allowed to stand, and more especially the lease of Pargana Baharbund which is a very valuable estate if settled in the mode directed in the Will is capable of yielding by all accounts, rents, more than double the amount of the present.

'The Ranee has also been informed that on the Board's taking possession of the estate the provisions of sections IV and V of the above Regulation were not observed which would undoubtedly have been the

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Nos. 35 and 36; of 12 March, 1850, Nos. 70-72; of 26 March, 1850, Nos. 31 and 32; of 30 April, 1850, Nos. 33-35 (The financial implications); of 3 May, 1850, Nos. 71-75; of 4 June, 1850, Nos. 3 and 4; and of 18 June, 1850, No. 55 and Bengal Revenue Consultations of 5 May, 1847, Nos. 26-29; of 7 February, 1849, Nos. 4 and 5 (reports that Rani Swarnamoyee has taken over the suit, has appealed to the Privy Council, and engaged Thomas Graham); of 26 December, 1849, No. 22; of 9 January, 1850, Nos. 36-39; and of 29 May, 1850, Nos. 17-19 (damages Rs. 10,000 and costs Rs. 21,124).

case had the Board treated the property as the estate of a female, in order that the Governor-General might exercise his power of exempting the Ranee from the operation of the Regulation, should he deem her competent to manage.' . . . . . 'The judgement of the Supreme Court being against the Will and it being reported that under opinion of their Law officers, the Government do not intend to appeal, the Ranee, believes that the time has come. . . . . to ask that she may be entrusted with the management of the Estate, pursuant to Regulation II of 1793. The instances are numerous and many of them now existing, of the excellent management of Estates by females and from the language of section II, Regulation X of 1793, it is clear that the general rule is to permit females to manage and that this Regulation was passed to authorise exceptions whenever they might be necessary. . . . . 'As the Ranee has never had the management of the estate, she submits, there can be no existing facts in which her unfitness can be pronounced, and she also submits that the spirit of the Regulation is that in the absence of reason, which would bring her under the exception, then the general rule must be in her favour.'

The attorneys proceeded to comment, on behalf of the Ranee, about the bad management of the Estate which has resulted in huge losses. She complained against the persons who being given the charge of an estate, never took the care of preserving or sustaining the collection. Proceeding to give examples, the attorneys referred to (a) the lease given to Young and Herklots of the Baharbund Pargana for only Rs. 1,70,000 per annum, when the estate was realising Rs. 2,75,000 on an average and was capable of collecting double that amount. The attorneys pointed out that, (b) there were 28 different suits in the court of the Munsiff in Bhowanigunge in Rungpur by claimants who wished to reduce the rents of their respective *jotes* and were trying to get *exparte* decrees. After the death of the Raja, all the decrees were lost for lack of supervision and the Revenue authorities made no special appeal, this resulted in the loss of a minimum of Rs. 10,000 annum.

The Rani complained, 'The late Rajah during his life time obtained a decree from the Civil Court of Rungpore against one Bhowaniprasad Roy, for sicca Rs. 31,000, in execution of which the Rajah seized the properties of the defendant. On the demise of the Rajah, the Revenue authorities dismissed Rajiblochon Roy, the old Muktear and appointed in his room a person named Gooroprasad Roy, formerly and still a depen-



dent and a servant and Muktear of the said Bhowaniprasad Roy. Under his management, the execution of the decree has been neglected and the defendant has availed himself of the opportunity to transfer his property into the names of his relatives and dependents.' She pointed out further that during the life time of the Raja, he instituted a suit against Pratap-chandra Barua, a neighbouring zemindar, for a large tract of land more than 3600 *bighas* at an annual *jumma* of Rs. 3600. A local enquiry established the land to be a part of Pargana Baharbund. After the Raja's death, under the management of the Board of Revenue, the defendant got an order for a second enquiry, conducted by one Gadadhar Nandy, a person employed on a salary of Rs. 10, in the establishment of the Sudder Amin of Rungpore, who gave a contrary report, and the temporary Sudder Amin, upheld that decision, although the decision was made in contravention of Regulation II of 1819 and Regulation XI of 1825, yet the Revenue authorities did not appeal against such decision and the time limited for appeal had expired. The attorneys also complained that (c) The heirs of Roy Shyamaballav forcibly took possession of a large area of land known as Beel Bukshipur in Taraf Habaspur in Pabna; under the management of the Revenue Officers, the case was dismissed for want of prosecution. No further steps regarding the matter had been taken to recover possession.

The complaints made by the attorneys were as sharp and sure as their description. 'By change of the course of the river 200 *bighas* of alluvial land were gained and included in the village of Churpara appertaining to Taraf Habaspur and a final decree was made by the special Commissioner in favour of the Government. But before any settlement the Rajah died. The river again changed course but not only washed away the new land but some part of the old also. The Deputy Collector of Pabna measured 200 *bighas* of the original land of the village which is included in the decennial settlement, which was not liable to reassessment. Nor the Revenue Officer, nor Macarther, the Manager appointed by them has taken any steps regarding the matter and this part of the estate consequently remains subject to double assessment.'

'The Rajah instituted a regular suit in the Civil Court of Nadia against Abhoycharan Paul and others to obtain possession of lands belonging to the village of Pulsunda in Pargana Pullasee (Plassey) and to recover C. Rs. 3590, when the Rajah died it was dismissed for the want of prosecution'. Gobindacharan Banerji, the former Muktear of the

Raja presented a petition on 18 April, 1845, pointing out the neglect, but the appeal was summarily rejected by the Collector of Nadia and although the Government authorities were at liberty to institute a new suit, no suit had been instituted.

That the Rani was in full control of the facts came out in the complaints. The attorneys wrote for her that recently the Revenue authorities had granted a lease for many years to one Mr. Rice, the Superintendent of the Dhokrakole Indigo concern and who was in the employment of the heirs of the late Baboo Dwarkanath Tagore. He made an application to the Collector, Pabna, praying to be put in possession of 11,000 *bighas* of land, known by the name of *Chur Shah Amirpur* (recorded wrongly as *Shamirpur*), which he claims as appertaining to *Taraf Habaspur* and included in his farm. The Collector asked his Record-keeper to report but no report had yet been made. By the final decree of the Sudder Special Commissioner and the final decrees of the Civil Court of Dacca, *Chur Shah Amirpur* was declared to be a distinct *Mehal* and the representatives of the estate of the Raja was entitled to obtain the possession of 11,000 *bighas* of land with *mesne* profit to the amount of Rs. 2,00,000 from the Government and also from *Ramratan Roy* and *Gooroogovinda Chowdhuri*, but nothing had been done to enforce this demand.

The attorneys continued, 'Since December last, several surveyors have been deputed by the local authorities to complete a professional survey of *Pargana Baharbund* with the professed object of ascertaining its actual extent and resources. The neighbouring zemindars however have availed themselves of the opportunity to advance claims to portions of the estate, lying contiguous to their possession and several of these claims have been allowed without proper investigation. Thus part of *Turruf Chilmary* appertaining to *Baharbund* has been added to *Pargana Pattledho*, the property of *Baboo Prosonno Coomar Tagore* and other parts of the estate have fallen into the possession of the zemindars of *Pargana Pangah* etc.

'By a change in the course of the river *Brahmaputra* certain lands have been added to *Pargana Baharbund* for which the Government by their Revenue Officers have instituted a suit against the estate of the *Rajah*. Neither the Collector nor the *Serbarakar*, nor the Manager defended the suit, but allowed it to be decided *ex parte* in favour of the

Government. One Nabakumar Chatterji, an old employee of the deceased Rajah, who was also his Muktear, presented a petition to the Special Commissioner of Gowhatty in Assam and the Commissioner ordered a review of the judgement notwithstanding which, the Collector and the Manager again neglected to defend the suit on the part of the estate of the deceased Rajah and allowed the first *ex parte* decision to remain unaltered and no appeal has been made on behalf of the Estate.

'The rent free Jagheer of Dohabehara was bestowed by Warren Hastings on Kistnocaunt Baboo and his decendents for religious purposes. Since the decease of the Rajah who had been the great grandson of Kistnocaunt Baboo, the Jagheer has been taken possession of by the Government of the North Western Provinces as an escheat in failure of male heirs and the Board have not taken any steps to assert the right of the Rancee and the two infant daughters of the Rajah, although the terms of the *Sanad* are general *viz* decendents without any limitation to males.'

At the end of this long and informative letter the attorneys wrote, 'Paragraph 19th. Annexed is a schedule giving in the first column names of the different districts in which the estates of the late Rajah are situated. The second column shows the amount of Government Revenue payable annually for the estates in each district and the third the average amount of annual collections made during the life time of Rajah Harinath Roy Bahadur. The fourth the amount annually collected by the Rajah Kistnonath Roy Bahadur during the years 1248, 1249 and 1250 B.S. The fifth, the average annual profits during the life time of Rajah Harinath. The sixth, the average annual profits during the above three years 1248 to 1250 B.S.

'20th. From this will appear that the average annual profits at the time of Rajah Harinath Roy Bahadur was Rs. 3,14,921-8-14½ per annum, during Rajah Kistnonath Roy, it came down to Rs. 2,19,743-8-2½ per annum. But the Rancee is assured that during the two years of the present management it has not exceeded Rs. 1,10,000 (i.e. Rs. 55,000 per annum).

'21st. It has already been stated that Babu Prosonna Coomar Tagore, the Government Pleader, has annexed to his own Zemindary a large tract belonging to the property of the late Rajah, and the Rancee entertains just fear of his making further encroachments, as he is the security for Macarthur.

## Particulars of the Zemindaries, Jagheers belonging to the Estate of the late Raja KNR

District	Govt. Revenue	HNR's average collection	KNR's average collection	HNR'S Profits	KNR's Profits
Murshidabad	Rs. 38,381-14-7	Rs. 63,473-14-15	Rs. 63,473-14-15	Rs. 25,092-0-2	Rs. 25,092-0-2
Rajshahi	" 42,646-5-4	" 51,771-13-6	" 51,771-13-6	" 9,125-8-2	" 9,125-8-2
Dinajpore	" 26,227-6-0	" 30,000-0-0	" 30,000-0-0	" 3,772-10-0	" 3,772-10-0
Maldah	" 8,216-14-2	" 8,500-0-0	" 8,500-0-0	" 283-1-10	" 283-1-10
Nadia	" 65,779-2-2	" 1,06,652-0-0	" 1,06,652-0-0	" 40,872-13-10	" 40,872-13-10
Faridpur	" 93-11-2	" 107-11-15	" 107-11-15	" 14-0-13	" 14-0-13
Jallalpur Dacca	" 512-12-2	" 622-8-13½	" 622-8-13½	" 109-12-8½	" 109-12-8½
Pabna	" 4,045-4-1	" 10,350-0-0	" 10,350-0-0	" 6,304-11-19	" 6,304-11-19
Burdwan	" 596-0-0	" 901-0-0	" 901-0-0	" 305-0-0	" 305-0-0
Junglemechals	" 1,668-9-6	" 23,276-10-15	" 17,949-5-4	" 21,608-1-9	" 16,280-12-9
Rungpur	" 84,160-10-5	" 2,67,147-13-1	" 1,84,432-2-2	" 1,83,987-3-16	" 1,00,271-7-9
Char Shah Amceerpur (Pabna)	" X	" 4,200-0-0	" X	" 4,200-0-0	" X
Mahalaut Khanyee (establishment)	Rs. 2,72,328-8-14	Rs. 5,67,003-8-5½	Rs. 4,74,760-8-16	Rs. 2,95,675-0-9½	Rs. 2,02,431-15-2½
Grand Total	Rs. 2,72,328-8-14	Rs. 5,86,250-0-10½	Rs. 4,92,072-1-16	Rs. 3,14,921-8-14½	Rs. 2,19,743-8-2½

'22nd. It is under the foregoing circumstances that the Ranee submits to the Board, the propriety of entrusting her with the management of the estates and if this be conceded to her, she will direct her best efforts for the improvement of the property and the condition of her tenants and to evince her sincerity, she is ready to commence by placing a Lac of Rupees at the disposal of the authorities to be expended in educational purposes.'<sup>73</sup>

Mr. L. Clarke who was sent by the Board reported on 22 April, 1847, 'I had an interview with the Ranee Swarnamoyee yesterday evening and fully explained to her the course I recommended her to adopt should the Board be pleased to let her attempt the management of her Estates. She has given me the most ample power to enter into any arrangement for her, which I may think advisable. She says that if the management of the property is left to her, she will abandon in the Supreme Court, the prayer for full accounts by the Bill against the Government.'<sup>\*</sup> The submission of full accounts seemed to have become the greatest headache of the Board. They were relieved to know that this would not be pressed. Clarke assured them that the Rani would be satisfied in having from the Board or the Collectors the usual account furnished to the minors on attaining majority. She also agreed to pay damages to Young and Herklots as had been decreed by the Court and bear the full expenses of the appeal. The Rani also proposed to keep as security with the Government the sum equivalent to six months Revenue as a safeguard against any defalcation that might occur at the beginning of her management. She also repeated her offer of giving one lac of Rupees for the purpose of education. Clarke concluded, 'A decree to this effect be made by consent which will be most simple and effectual way of securing and indemnifying the Government.' He depended, as the spokesman of the Rani, very much on the good faith of the Government.<sup>74</sup> By any standard this was a masterly way of dealing with the East India Company and it is difficult not to acclaim the keen intelligence of the 19-year old Rani Swarnamoyee.

The reaction of the Board was favourable but they couched their letter of 24 April, 1847 in cautious language, 'Although not at all

<sup>73</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of April, 1847, No. 11.

<sup>\*</sup>It may be commented that the Board of Revenue as the Court of Wards never succeeded in giving full and clear accounts when releasing the Estate which is evident repeatedly in this book.

<sup>74</sup>Ibid., of April, 1847, No. 12.

admitting the accuracy of the allegations which it contains, specially regarding the grounds on which the Court of Wards assumed charge of the Estate and the construction of the law related to female proprietors, yet under existing circumstances the Board would be disposed to recommend to the Government, that the Estate be made over to the management of the Ranee, if the effect of the late trial has been to make the Rajah intestate, and the Ranee, as heir at law, proprietor of the Estate.' They enquired of the Revenue and stated, 'Should the Estate be given over to the Ranee, it will of course be incumbent upon her to undertake *all the liabilities* to which the Court of Wards or Government have become subject on account of the Estate, but the gift of any sum which she may be disposed to donate to educational purposes must be left entirely to her free option.' The proposal of the Board received the approval on 5 May, 1847 and on 31 May, 1847 the Estates were released.<sup>75</sup>

The Board's recommendation was in unequivocal term, 'The Ranee, the widow of Rajah Kristnath Roy has applied to be put in possession of the Estates and that under all circumstances of the case it is the opinion of the Board that her application should be complied with.' They assured that the Rani had agreed to undertake all the liabilities to which the Government had become subject on account of the Estate.' They concluded, 'The success with which the affairs of the Ranee have been conducted, appears to afford sufficient grounds for presuming her capable to manage her zemindaree concerns or at least to select fit persons for their management.

'Should His Honour accede to the Board's recommendations for making over the property to the Ranee, they will communicate with the Law Officer of the Government with a view to the arrangement of the necessary details.'<sup>76</sup>

Thus from 1 June, 1847, Rani Swarnamoyee was handed over officially the management of the property, but of course it was much easily said than done.

<sup>75</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of April, 1847, No. 13; and Bengal Revenue Consultations, Proceedings of 5 May, 1847, Nos. 29-35.

<sup>76</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of April, 1847, Nos. 16 and 17; of May, 1847 Nos. 10, 11, 12, 13 and 14.

The Rani's letter of 20 April, woke up Samuell, the Legal Remembrancer about the suit of Pratap Barua. Similarly Prusunno Coomar Tagore suddenly found time to write to the Legal Remembrancer about a fresh survey of the disputed area. G. A. Plowden informed in his reply on 31 May, 1847, 'That the Board have this day directed the release of the Estate of the late Rajah Kishennath Roy from the management of the Court of Wards'. The Rani immediately started issuing *Parwanas* to her different estates.<sup>77</sup>

Taylor, the Commissioner reported that he was satisfied that Moregong, having the Sudder Jumma (Revenue) of Rs. 114-8-6 per annum, had been purchased by Raja Lokenath and as such was the late Raja's absolute property while Dehee Bhagsundar, having the Sudder Jumma of Rs. 9348-10-4 was the joint property of Krisnanath with another. These two properties had been treated mistakenly as one property. He asked what instruction should be given to the Collector of Rajshahi. He was informed by the Board on 31 May, 1847 that 'The Ranee having executed a Bond of indemnity in terms considered sufficiently protective of the Government against all liabilities, you are hereby authorised and required to release the entire real Estate of her late husband from the custody of the Court of Wards.'.....'The Ranee will of course grant a receipt for the cash balance and property which may be made over to her.' He was ordered that the Collectors were to furnish the Rani with the usual accounts rendered to the minors on attaining their majority including an account current of all receipts and disbursements. These accounts were to be prepared without delay. The survey of Baharbund was to be stopped. All money should be handed over to the Rani except a sum of Rs. 1,50,000, which will remain as security reserve for Revenue payment and deficiency, if any, to be recovered from the Estate. He was also advised not to lease out any property, particularly not the Taluk of Chutee Balliapur of which Taylor himself was a candidate for taking on farm for 10 years.<sup>78</sup>

The Board forwarding the indemnity Bond of Rs. 1,50,000 executed by the Rani, informed its Solicitors that Rs. 50,000 would have to be paid back to the Rani as soon as the Government was free from all liabilities on account of the costs incurred in the suit against Keshab Chandra Sircar

<sup>77</sup>Ibid., of June, 1847, Nos. 1, 2, 3 and 4.

<sup>78</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of May, 1847, Nos. 12, 13, 14; of June, 1847, Nos. 5, 6 and 7.

and the remainder of the demands of Young and Herklots, in respect of the cancellation of the lease of Baharbund. The Rani had in the meantime got from the Supreme Court, "Letters of Administration" to her late husband's Estate. Swinhoe now forwarded the opinion of the Advocate General which pointed out that the trial in the Will suit in effect had conclusively made the Raja intestate. As a result of which the Rani as the legal heir was left only with the beneficial enjoyment of the Estate during her life time. The succession on her demise will follow the procedure of an intestate. The Advocate General also opined that a verdict in the Equity suit was necessary for the completion of the trial. The Board may assure the Rani's Counsel Clarke that upon such an order being made in the Equity suit, there could be no question about handing her over the management of her entire Estate.<sup>79</sup>

Slowly the realisation that the Rani was in possession of the Estate dawned on others. Carr Tagore & Co. wanted to put the Bengal Coal Co. in possession of their lease. They made much ado about how the jumma fixed by Capt. Tickell was so heavy that it could not be realised from the ryots and it was the farmers, themselves who had paid the Revenue without any hope of recovering any portion of it. They were informed on 31 May, 1847, that the property had been released from the management of the Court of Wards. Similarly the Commissioner of Jessore asked that if the property was released from the Court of Wards what would happen to the Shalimar property's negotiation for lease? He was told that nothing about Shalimar should be finalised without getting the concurrence of the Rani, who was the heiress to all property that belonged to the late Raja Krisnanath Roy. He was later instructed not to take any further action regarding Shalimar.<sup>80</sup>

The management of the Court of Wards having deteriorated in comparison to 1804-1820 period, there were large balance due from the tenants. Even small mehals like Hureerampur etc. (in Murshidabad) had a deficit of Rs. 3020-10-10, Pargana Nusrutshahy (in Pabna) of Rs. 1750-13-10 with a Revenue deficit of Rs. 222-14-6, not to speak of the large estates like Baharbund where the deficit was Rs. 5,18,439-9-4, in Cantonagar Rs. 80,042-11-1, in Bamundanga Rs. 5676-11-3½ and in Chundeeper Rs. 5552-0-9.<sup>81</sup> Dechee Kamargaon (in Rajshahi) had

<sup>79</sup>Ibid., of June, 1847, Nos. 8 and 11.

<sup>80</sup>Bengal Sudder Board of Revenue, Misc. Proceedings, Wards, of June, 1847, Nos. 12-16.

<sup>81</sup>Ibid., of January, 1847, No. 9.



developed a plethora of problems. The original farmer Issurchunder had not come forward to take the farm on the terms offered by him, so the Court of Wards had let it in farm to one H. G. French, for 10 years from 1253 to 1262 (1846 to 1855) at the annual rent of Rs. 22,100. Three of the villages of this estate had been let in farm by the Collector, Rajshahi to another person for Rs. 6072-10-0 before the acceptance of French's offer, this arrangement had been made for three years from 1253 to 1255. French consequently had agreed to pay Rs. 16,027-15-2 for three years after which he would demand the possession of the whole Mehal and pay the amount approved by the Board.<sup>82</sup> Now the problem was what the Rani would do? The Court of Wards had also appointed one Golak Chandra Ghosh as Muktear in Mursidabad, he having represented that he had been working for the late Raja as a junior Muktear. It was discovered that Golak had lied as he had been dismissed from service by the Raja himself.<sup>83</sup> Taylor asked what would happen to the Puttanee of Chutee Balliapur that had been granted to Keshab Chandra Sircar? The Board instructed him that as the Raja's Will had been set aside, the Puttanee was liable to annulment, according to the terms of the contract with Keshab and should be annulled at the close of the Bengali year.<sup>84</sup> The Court of Wards thus handed over the Estate which was in a sorry state because of their most indifferent management, yet it must be acknowledged to their credit that once the decision was taken to hand over the charge to the Rani, they acted with discipline promptitude and sincerity. The Estate was released for the third time in 43 years, from the Court of Wards where it was not destined to go again till the next century.

Even from the very beginning of her management Rani Swarnamoyee faced all sorts of problems, particularly being an heiress and a female proprietor created further complications. The Raja of Pachete, Nilmoni Singh first challenged the claim of Raja Kissennath on the 26 $\frac{1}{2}$  village of Chutee Balliapur in Manbhum, then he challenged the right of Rani Swarnamoyee of holding the property being a woman. He claimed that the estate in default of any male members would escheat to him. The Board asked him to establish his claim by civil suits as the property had been released to the Rani and there was no reason for interference by the Revenue authorities. Nilmoni Singh filed a civil suit

<sup>82</sup>Ibid., of January, 1847, Nos. 18 and 19.

<sup>83</sup>Ibid., of March, 1847, Nos. 13 and 14.

<sup>84</sup>Ibid., of April, 1847, Nos. 14 and 15.

and lost his claim over the property as it was established that Maharaja Lokenath had first taken settlement and then bought the property in court, when a compromise was effected, after Raja Garurnarain, the late Raja of Pachete had raised similar objections, under which circumstance the question of escheat did not arise.<sup>85</sup>

Plowden, Secretary to the Board informed Taylor, the Commissioner of Murshidabad that the Rani had expressed through her counsel Longville Clarke on 15 June, 1847, that all payments of the balances held by the Court of Wards, might be made to her in Calcutta and not in Cossimbazar (Murshidabad). The Board urged that the payment should not be delayed under any pretext. But the usual delays followed resulting in the Board's order that all payments should be completed on 16 July, 1847, at once.<sup>86</sup>

Even on 22 July this was not done. Taylor sent a complaint reminiscent of the time when similar allegations were made about the previous owners of the Estate when they attained majority. If the problem is probed it would be found that the real reason of the trouble was that the Collectors who presented the accounts got them prepared in a haphazard manner by their assistants after which most of them did not at all or were careless in going through them personally. The person who came to take charge was generally a Muktear who would check all the details presented. They refused to take incomplete accounts, which created a deadlock, while the Collector tried to force the representative with his authority, to accept whatever was put down before him. If the Rani wanted to take charge quickly, she was also required to instruct her agents to accept the incomplete accounts and release the Collectors from their responsibility. This was what always happened and was going to be repeated again. So the Board wrote back to Denman and Abbott on 30 July, 1847, that measures might be adopted for expediting the transmission to the Rani of all Government Papers and money which had accrued in the hands of the mofussil authorities beyond Rs. 1,50,000 to be kept as security deposit. They also forwarded the letter of Taylor requesting the Rani to take charge of her mehals expeditiously.<sup>87</sup>

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<sup>85</sup>Bengal Sudder Board of Revenue, Proceedings of 30 March, 1847, Nos. 32 and 33; and of 27 April, 1847, No. 7 (Range 82, Vols 52 and 53).

<sup>86</sup>Ibid., of 18 June, 1847, Nos. 4, 5, 8, 9, 36 and 37; of 29 June, 1847, Nos. 16 and 17, and of 16 July, 1847, Nos. 12A and 13.

<sup>87</sup>Ibid. of 30 July, 1847, Nos. 47 and 48.

As Harvey, the Commissioner of Jessore was getting ready to pay the money and papers to the Rani in Calcutta, he received on 31 July, from Messrs. Baillie, Molley and Mackintosh, attorney of Harachandra Lahiri, a letter asking him not to pay any money or Government paper to Rani Swarnamoyee. The contention of Harachandra was that as he was the joint signatory in the indemnity Bond with the Rani, any payment made to her alone would automatically release him from the Bond and discharge him from the admission of any liability thereunder. Harvey who fortunately received a direct answer from the Board on 10 August, 1847, knew that Harachandra had been dismissed from the service of the Rani and was therefore trying to gain some advantage out of his signature. He remarked that, 'they see nothing in the opposition of Harachandra Lahiri, which should prevent the delivery of the Company's Paper in question to Ranee Swarnamoyee or to any person duly authorised to receive it on her behalf.'<sup>88</sup>

The general instruction that went out to the Collectors was that all the current and arrear Revenues of the Government should be fully realised before handing over the balances to the Rani. Harvey, had first to ascertain whether the Calcutta properties of the late Raja were still under Sir Turton's management (Ecclesiastical Superintendent), having satisfied himself that they were not, he was quite upset to find that arrears of Government dues were ranging from 1243 to 1250 B.S. As the repetition of the same attitude would be uncovered one hundred years later, it may be said here that paying the Government dues in time did not come naturally to the Court of Wards. It was now found that neither the Court of Wards nor the Ecclesiastical administration of the Supreme Court cared to pay any dues of the Government in spite of the 13 letters written to them between 25 July, 1846 and 1 October, 1847. On 26 October the Board advised Harvey to recover the balance from the successor of the Raja.<sup>89</sup>

The accounts could not be handed over to the Rani, even though she had sent her instructions to take charge of the properties pending the giving of final accounts. It was at this stage that Taylor remembered that he had appointed a European Manager, with a good salary and had given him European officials for better efficiency. Macarthur, the

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<sup>88</sup>Bengal Sudder Board of Revenue, Proceedings of 10th December, 1847, Nos. 4, 5, 6 and 28.

<sup>89</sup>Ibid., of 26 October, 1847, No. 26-31.

Manager was asked to give full accounts. On 30 November, 1847 he was only capable of giving a general statement of the estates of the late Raja. On 24 December, Taylor reported that Macarthur after promising to deliver the accounts by 15 December had not done so, yet he was pressing for the release of his security. The Board agreed that his salary might be paid upto 30 November and the Collectors were instructed to examine his account expeditiously so that his security might be released. Both Taylor and Money, who had now taken over the charge of the Collector of Nadia were thoroughly dissatisfied with the accounts presented by Macarthur. Money, not to risk crossing swords with the young Rani again, returned the accounts with regret in April, 1848, as they were incomplete. Macarthur of course neither completed nor returned the accounts. Notwithstanding all this Macarthur complained to the Board that his accounts had been kept pending for five months after submitting them. He also complained that John Newmach, on behalf of Baboo Prosonno Coomar Tagore had threatened him with legal measure unless he forthwith relieved him from being his security. Even on 26 January, 1849, Macarthur's accounts were incomplete. In fact his arrear salary was impounded and Taylor, the Commissioner of Murshidabad who had the charge of the late Raja's property in Nadia and Rungpore asked Macarthur to pay Rs. 253-15-3. The late Manager pleaded that it was exceedingly hard on him, situated as he was without any native establishment to guarantee the correctness of the accounts presented. His Naib had already left Baharbund after giving over charge to the Rani's agent. He pleaded that the accounts that had been prepared in his absence and given to him was so voluminous and complicated that it had become impossible for him to check them without the help of his native staff, who had been also disbanded. He repeatedly referred to the threatening letter of his security, Baboo Prosonno Coomar Tagore. After a lot of correspondence, he agreed to forego the unpaid salary provided his security was released after deducting Rs. 253-15-3. The Board asked Taylor to release his security after deducting the sums due from him.<sup>90</sup>

Macarthur was eager to get out of the situation which was turning from bad to worse. Prossano Coomar his security, also feared that if the full story of the mismanagement by the Manager was discovered, it might cost him his security. Macarthur pleaded, 'Considering my loss of

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<sup>90</sup>Bengal Sudder Board of Revenue Proceedings of 30 November, 1847, No. 34; of 24 December, 1847, Nos. 5 and 6; of 21 April, 1848, Nos. 37 and 40, and of 2 February, 1849, Nos. 39-42.

employment for which I gave up other prospects in life, under the expectation warranted by circumstances of its being a permanent one, I feel that the treatment I have received. . . . is not such as I had a right to look for, nor such I feel satisfied as the Sudder Board of Revenue would approve.' The Collector of Rangpore, Trotter, wrote that he felt that the Rani should be furnished with *Jumma Wasil Bakee* (arrears of collection details) and *Jumma Khuruch* (income expenditure account) and that the Manager's security should not be released till he had furnished them. On 9 June, 1848, the Rani objected to the release of the security of Macarthur. She complained that as far back as 16 Bhadra, 1254 (1847, August) the Manager's papers about collection did not correspond with the sums actually collected by him. A *Wasilat* demanded by her was never supplied and consequently she had to refuse payment. Taylor wrote on 26 March, 1849, 'It appears that Mr. Macarthur has not furnished a muffusil Jumma Khurch account of the Estate in Murshidabad, and the security has not consequently been released.' He also revealed that Macarthur had drawn several sums of money from the Treasury without furnishing any accounts for them. But the Board was determined to come to the aid of the late Manager. First they removed the Rungpore Collector Trotter, putting the Deputy Collector in charge. Then they found the peculiar formulae that Macarthur had only the personal management of Baharbund, a smaller bazar in Krishnagar and two houses in Murshidabad. As he had given an account of Baharbund, which of course could not be examined or certified by the Collector who was transferred, he could not be involved with any thing else. Therefore his security should be released forthwith according to a fresh prayer made by Macarthur on 30 March, 1849. They further enumerated that if the Commissioner and Collector were satisfied the Bond might be released at once, as the Manager had to satisfy the Board and not the Rani, whose objection to the release of the security of Macarthur was completely unwarranted. On 24 April, the Board found that Macarthur could not be charged for the liabilities created during his time in other parts of the Estate.<sup>91</sup>

To end the sordid affair of Macarthur, Taylor, the Commissioner of Murshidabad wrote a long letter to the Board on 29 May, 1849, informing first that Macarthur's security had been released. He remarked that the late Manager's action could not be considered either as legal

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<sup>91</sup>Bengal Sudder Board of Revenue, Proceedings of 2 February, 1849, Nos. 39-42; of 27 February, 1849, Nos. 40 and 41; of 24 April, 1849, Nos. 27, 29, 30, 31 and 32.

or approved by usage. Taylor pointed out discreetly that Macarthur did not write the truth even if the theory of 'personal charge' of a Manager appointed for the whole Estate had to be swallowed, lock, stock and barrell. He had also personal charge of 'Hat Sripur', sale of fruits and straw of Murshidabad gardens and farm lands, in respect of which he never gave any accounts whatsoever. He disbursed money often without sanction. Taylor was surprised that after the total mismanagement of his charge, Macarthur had come back with a claim against the Estate. He remarked, 'On 5 June, 1847, Mr. Macarthur received directions to make over the Estates to the Ranee. He did not give over the charge. On 6 October, 1848, after the Ranee had presented two or three petitions to this office, complaining of delay on the part of the Manager to make over the Estate, the Collector, Rungpore reported that the Ranee's agent has received charge in August. On 6 December, Macarthur presented a bill of Rs. 1200 on account of salary, through Collector, Murshidabad, of his Naib from September to November, 1847, when he said, he was occupied in getting ready the accounts of Baharbund in his office in Berhampore. On 17 March, 1848, Trotter, the Collector of Rungpore considered the claim invalid, as absolutely no work had been done by the Naib in this period. Therefore that claim was rejected.' Plowden not to be ashamed by any thing, wrote back to Taylor on 12 June, 1849, expressing his indignation, that Macarthur was made to pay the amount admitted by him, the sum of Rs. 253-15-3.<sup>92</sup> And with that Macarthur made his exit proving once again the total failure of the Company's administration of the property of late Raja Krisnanath, which if the Rani had not won the suit of the Will, would have been totally ruined and destroyed by the greed and avarice of the Manager, who was left to act according to his own free will without any check or control from the Court of Wards.

(b) Suits

(i) *The Gazeepur Jaagir.*

The whole affair was the brain child of J. Thornton, Secretary to the Government of the North Western Province who discovered that Rani Swarnamoyee could not be considered as a descendent of Cantoo Baboo, so the Revenue Department dealt with the matter in their minute No. 15 of 1847 and a decision was taken on 19 November, 1847, according to

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<sup>92</sup>Ibid., of 12 June, 1849, Nos. 33 and 34.

which Reade, the Commissioner of the Benares Division wrote to Taylor on 12 April, 1848, that without a male heir the property known as the Jaigir of Gazeepur would revert to the Government. He therefore asked to be returned all the surplus money that had been sent to Taylor since the death of Krisnanath. Taylor without referring to the Board asked the Collector of Murshidabad to comply, informing the Board only on 22 April. It took him four more months to send a formal report. Taylor informed on 26 August, 1848 that the Collector of Murshidabad had not been able to return the surplus money as ordered because he had already paid it to Rani Swarnamoyee. He enquired whether the money should be deducted from the Security of the Rani held by him. The Board on 15 September, however did not reply in a straight forward manner asking him to return Rs. 22,642-13-11 to the Gazeepur Collector. They wrote, 'it may be recovered and remitted by transfer to the Collector of Gazeepur out of the reserved fund belonging to Ranee Surnomoyee, to whom it appears surplus/collection in question has been accounted for, in place of being held deposit.'<sup>93</sup>

The Jaigir controversy suddenly assumed great importance and was referred to the Court of Directors London. who examined the granting of the two Benares Jaigirs by Hastings, one to Cantoo Baboo and the other to Munshi Shurutullah, as no record of the grants were made in the Government Revenue office till December, 1841. After examination of the papers they realised that Kantababu had obtained the Jaigir in 1781, but the Sanad of the gift was made in 1784. It was in April, 1794 that Duncan, the Resident of Benares, saw both the original and copy of the Sanad which were sent to him by Maharaja Lokenath, the son and successor of Kantababu. It was after the enactment of Regulation II of 1819 relating to the resumption of revenue free estates, that this Jaigir and others of its kind were brought to the notice of the Government. During the minority of Krisnanath, Dacosta, an indigo planter was given the farm of the Jaigir by the Court of Wards, which also consequently approved the right of possession of the descendents of Kantababu.<sup>94</sup>

In the settlement proceedings of 1841, the *jaigir* was surveyed and found to contain 9556 acres, of which 3418 were in *talook* Doohabehara

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<sup>93</sup>Bengal Sudder Board of Revenue, Proceedings of 9 May, 1848 Nos. 48 and 49, and of 22 September, 1848, Nos. 84-86.

<sup>94</sup>Wilton Oldham, Historical and statistical memoir of the Gazeepur District, Part II, 1876, entitled: Jagheer of Kuntoo Baboo.

and 6138 acres in the four talooks of Bursundee, Moorearee, Hathauj and Gazeepur. Pargana Khurced was included when there was an adjustment of boundary between Gazeepur and Azimgarh districts.<sup>95</sup>

Rani Swarnamoyee was now informed that the Jaigir lapsed on the death of her husband Raja Krisnanath, who had died without leaving a male issue. Accordingly the Jaigir was attached by the Collector of Gazeepur and H. Davidson, joint Magistrate of Azimgarh. The Rani not only protested formally but immediately made arrangements for instituting a suit against the Government concerned. The Rani had learned the bitter way that challenging the decisions of the Government in the court of law was a much more effective way to justice than sending a score of cringing petitions.

Grant, the solicitor to the Company informed the Board, 'In pursuance of instructions, I prepared a release for execution of Ranee Surnomoyee to the Government, of all claims and which was approved by the Advocate General. I sent it to the solicitor of the Ranee, for their approval and in it they have inserted the following clause:—"And except also, that the said Sreemutty Ranee Surnomoyee claimed a jagheer in the zilla of Gazipur, which had been granted by the East India Company to one Cantoo Baboo, an ancestor of Raja Kristonath Roy, which jagheer the East India Company have resumed, claiming the same as having reverted to the said Company, by the terms of the original grant, but against which resumption the said Sreemutty Ranee Surnomoyee has presented a memorial to the Court of Directors of the East India Company, appealing from the judgment of the Government of North Western Provinces, which had decided for such resumption." The following note was given by the Advocate General, 'I see no objection to the alteration made by Messrs. Judge etc., but as I know nothing of the circumstances relating to this Jaighir, I would recommend Mr. Grant to ascertain whether the Government have any objection to the alterations. I do not think they can make any objection, as the exception from the release of the claim to this Jaighir, cannot in any point of view be considered as an admission of the validity of the Ranee's claim to this Jaighir.' Bidwell, the officiating Secretary of the Board wrote that they had no objection to the inserting of the clause. All this happened between 28 March to 1 April, 1851.<sup>96</sup> But somebody seemed to be sleeping as

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<sup>95</sup>Ibid.

<sup>96</sup>Bengal Sudder Board of Revenue, Proceedings of 1 April, 1851, Nos. 51 and 52.



Bidwell in great agitation wrote to Taylor, that neither the Release nor the Bond had reached the Collector till 20 June, for onward transmission to the Rani. Taylor excused himself by explaining that he was shifting office. Nothing happened till 11 July. Instead Taylor wrote to the Board that Grant, the solicitor wished that the Rani should sign and seal the document in the presence of a Government officer, who knew the Rani and was also known to those acting for the Company. The Collector reported that the Rani objected to admit any Government officer behind the *pardah* and he therefore proposed that she be identified by her physician. The Collector categorically confessed, 'The Runee is a *pardanasheen* and I shall not be able to persuade her to sign and seal in my actual presence.' Grant however was happy to inform that the Release and the Bond were signed by Swarnamoyee on 2 August, 1851. He proceeded to describe the scene of action, mentioning that in such cases it was usual that the *Pardahnasheen* and the party identifying her, were both in the same room with actual view of each other and the witness in an adjacent room, with a door common to both the rooms, in which door a *pardah* was hung up. When the *Purdahnasheen* was to execute the document, the *pardah* was drawn say halfway across the door, behind the half undrawn, the *Purdahnasheen* is placed. The party identifying her should stand in the same room in front of and in full view of her and the documents to be executed placed on the floor or on a table in that part of the doorway exposed by the reason of the *pardah* being drawn, the witness was placed in an adjacent room in such a place as to see the identifying party and the paper to be executed. Being thus placed the *Purdahnasheen* signed and impressed her seal on the document so that the witness saw the hands and the operations only. On 16 September, Taylor returned the duly executed Bond of Idemnity and Release by Rani Swarnamoyee.<sup>97</sup>

This matter ended with a casualty in the person of the Murshidabad Collector, Halkett, whose delays and confusions contributed not a little to giving ample time to Rani Swarnamoyee in establishing close contact with the Jaigir. On 27 September, 1849, he was removed to lighter duty and then on 24 July, 1850, transferred to Cuttack with the formal charge of neglect and mismanagement of duty on his head.<sup>98</sup>

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<sup>97</sup>Bengal Sudder Board of Revenue, Proceedings of 20 June, 1851 No. 25; of 27 June, 1851, Nos. 60-61; of 29 July, 1851, No. 106-110; of 1 August, 1851, Nos. 91 and 92 and 16 September 1851, Nos. 29-30.

<sup>98</sup>Ibid., of 27 September, 1849, No. 40 and of 24 July, 1850, No. 5-27.

The Rani brought the suit against the Government in the civil court to establish her right to the Jaigir and to recover Rs. 90,000, proceeds accruing from the Jaigir from 1255 to 1264 Fasli, and to set aside the orders of the Court of Directors, London, under which she had been dispossessed. The decree was given in her favour by the Judge of Gazipur on 16 September 1858, which was upheld on appeal by the Judges of the Sudder Dewany Adwalut, North Western Provinces, on 17 December, 1860. The decision has been recorded in the printed decisions of the Court, Volume XV, page 105. The abstract of the decision was as follows :—  
 “The words ‘ba gurzundan-i-khud naslan bad naslan, butunan bad butunan’, made use of in the rent-free jagheer, held not to imply any restriction to heirs male, but to include all the lineal descendents of the grantee without exception.” They decreed that the Court of Directors were not competent to resume the grant, after having allowed uninterrupted rent-free possession for more than sixty years. The Rani was allowed to be paid the arrears held and also the surplus of the collection which were lying with the Government but was refused any mesne profit. To end this most interesting episode the last but one paragraph of this report of Oldham may be quoted in full, ‘Ranee Surrun Moyee, a lady of much force and originality of character, and a warm and generous encourager of learning and education, is still in possession of the jagheer and not long since received the decoration of the Star of India.’”<sup>99</sup>

(ii) *Puddosundari Dassi*

This was a bit of an anti-climax after the grand battle. It has been described earlier how the original farmer of Dehee Kamargaon (in Rajshahi), Issurchunder Mitra, having not come forward, the Court let the farm to one Mr. French for an annual rent of Rs. 22,100. Now the widow of the original farmer Puddosundari, filed a suit in the zilla court of Rajshahi complaining that on the demise of her husband, she came with the prayer of substituting her name in place of her late husband, and paid Rs. 5,000 out of the amount of Rs. 20,001, settled, which was ignored by the Court of Wards and the farm was settled with the European. She applied for damages and on 14 July, 1849 was granted a decree of Rs. 5072-5-8 by the District Judge of Rajshahi, G. C. Cheape. This was another Decree against the East India Company, so soon after the big suit won by Rani Swarnamoyee and the complainant

<sup>99</sup>Wilton Oldham, Ghazeeপুর District, Part II, Op. Cit. (1876).

being another young widow, created a stir much bigger in proportion than the actual damage. Rani Swarnamoyee fully backed Puddosundari with her legal machinery. Judge, the agent of the Rani wrote on 19 July, that the payment should be made forthwith. The whole organisation of the Company was shaken up to make the payment of Rs. 4106-1-10, the original dues, which was done on 26 July.<sup>100</sup> This suit did great damage to the Company who, in popular mind, seemed to be out to deprive the young widows of their husbands' property.

(iii) *Rani Harasundari*

Rani Harasundari was not a person to keep quiet under the circumstances, particularly after her daughter-in-law had been declared the heiress to the property. Therefore if Swarnamoyee's right could be set aside then the property according to the Hindu succession law would come to her. Harchandra Lahiri, kicked out from Rani Swarnamoyee's service and put in his rightful place was fuming with rage, to teach the young girl a lesson. Whatever he reported to the redoubtable mother-in-law must have been sweet music in her ears. Soon a petition arrived at the Sudder Board of Revenue on 28 August, 1849, 'Petition of Rance Hurrosoondry of Jorasanko, shewth that in certain regular suit now pending before civil court of Murshidabad in which your petitioner is the plaintiff and one Rance Surnomoyee Dossi is the defendant, 'she asked for the production of certain documents which were used in the suit of the Supreme Court. Plowden, the Secretary to the Board, appeared before a Commission and stated in his deposition that he had no authority to produce them without the authority of the Board. Now the petition of 28 August, 1849, to the Board, was summarily rejected even without discussion.<sup>101</sup>

While Swarnamoyee was struggling to establish herself in the administration of the Estate and to assert her right and title with the East India Company, the mother-in-law, Rani Harasundari aided and abetted by Harachandra Lahiri and various other agencies were instituting one suit after another to create the maximum amount of difficulties for Swarnamoyee. She seemed to be almost certain that

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<sup>100</sup>Bengal Sudder Board of Revenue, Proceedings of 11 January, 1848, No. 35; of 20 July, 1849 Nos. 54-59; of 24 July, 1849 Nos. 61-62; of 27 July, 1849, Nos. 84-86 and of 3 August, 1849, Nos. 81-83.

<sup>101</sup>Ibid., of 16 April, 1850, No. 52.

once Swarnamoyee emerged from her present difficulties and turned her full attention on her, it would be no easy matter to contain her.

The first suit instituted by Rani Harasundari, which came to be known as '*Patita* suit' started on 26 February, 1848. As this suit has been elaborately dealt with in the previous chapter, it would be sufficient to note that it was claimed that Swarnamoyee had lost her claim to succession, as her husband had lost caste while alive by eating and drinking in a fashion not prescribed in the Hindu scriptures. The suit was of course dismissed, but even before it was so done, Rani Harasundari and Harchandra Lahiri instituted another suit on 25 August, 1849, claiming a large sum of money, that they alleged had been advanced to her. A third suit was filed on 18 June, 1859 (5 Ashar, 1266) with Gobindasundari and Nabin Chandra Nandy, as the first party, Harchandra Lahiri as the second party and Rani Harasundari as the third party alleging that Swarnamoyee had been mismanaging the Estate, lying waste the property to which she had only life interest and that her management was detrimental to the interest of the revisioners.

Swarnamoyee was quick to realise that as long as the Supreme Court held the large sum of money deposited by her husband for the maintenance of the two Ranis, there will not be any end to the suits. Therefore while fighting the several suits in the different courts of law, she took such measures as to withdraw a portion of the money. She could take action immediately, as Rani Susharmoyee, the grand mother was dead. There was not a moment to be lost as the final judgment of the Equity suit against the East India Company in the Supreme Court was in her hands, which said, 'This Court doth Order, Decree and Declare that none of the said several testamentary papers in the pleadings or the issues respectively mentioned constitute the last Will and Testament of the late Rajah Kristonath Roy Bahadur or codicils thereto and that he died intestate and without having a male issue of his body and that the said complainant as his widow is entitled to the real and personal estate of her husband, to be possessed and enjoyed by her as the widow of a Hindoo husband dying without male issue and in the manner prescribed by the Hindoo Law.'<sup>102</sup> She therefore now petitioned for the withdrawl

<sup>102</sup>Judgment of the Equity Suit of 25 November, 1847, Thursday, between Sreemati Rani Swarnamoyee Vs. East India Company, Charles George Strettell and Keshab Chandra Sircar in the Supreme Court of Judicature.

of the money that were now lying in the hands of the different Government agencies.

All the three suits, one by one were decided in favour of Rani Swarnamoyee who came to dislike both her mother-in-law and sister-in-law from the bottom of her heart. The arch-schemer Harachandra Lahiri was thrown out on his ear and was utterly ruined, as it was he who financed all these suits.

*(iv) the Rump of the Equity Suit.*

'Petition of Sreematy Ranee Surnomoyee Dassi, most humbly sheweth, that your petitioner is the widow and heiress and legal, personal representative of the late Rajah Kristonath Roy Bahadur, and as such entitled to the whole of his real and personal estate and property. That under certain arrangement a sum of one lac and fifty thousand Rupees.....was allowed to remain in the hands of the East India Company, for the following purposes, namely, one lac Rupees for the purpose of abiding any claim of Mr. Herklots on account of the Baharbund zemindaree and fifty thousand Rupees to meet the law charges of the Hon'ble East India Company and the balance to be paid to the petitioner.' She sent out an account which showed that the Company was holding much more than the agreed amount. 'The account of the G. P. Notes and cash in the hands of the Collector Murshidabad'

G. P. Note No. 8322 of 1842-43	for Rs. 99 000-0-0
Do. Nos. 1672 and 8265	: „ 40,000-0-0
Do. No. 8269 „	„ „ 9,500-0-0
Do. No. 8256 „	„ „ 4,000-0-0
Do. No. 8244 „	„ „ 800-0-0
In cash	„ 14,300-0-0
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Total	Rs. 1,67,600-0-0

Swarnamoyee pleaded that there had been a large accumulation of interest on this sum which may be paid to her; she also pointed out that the costs of the East India Company had also been almost fully paid off and therefore she was entitled to the balance. Her petition informed the Board that as the Supreme Court had ordered all costs to be charged to the late Raja's estate, William Nelson Hedger, the attorney of Keshab

Chandra Sircar had taxed his bill of costs to a sum amounting to Rs. 33,399-2-10, and had demanded immediate payment on 8 August, 1848.

J. S. Judge, the attorney to Rani Swarnamoyee further informed that urged by Hedger, Keshab Chandra Sircar filed his petition of appeal on 23 May, but had been prevailed upon and made to realise that he had been misled by ill advisers, having agreed to withdraw the appeal and submit to such order in the Ecclesiastical Court in conformity with the decree of the Supreme Court. For this purpose also it was necessary to pay off the bill of Hedger, as Keshab was now desirous of removing his affairs from Hedger to Swinhoe. He recommended returning the money held by the Collector, Murshidabad, to the representative of the Rani. The Board however was not impressed and informed that no money could be released till all the matters were settled.<sup>103</sup>

As soon as the Privy Council Appeal of Young and Herklots was resolved, Judge renewed his claim for refund on behalf of the Rani. Swinhoe forwarded to the Board two letters on 11 February, 1850, in one of which Judge had informed that he had presented a Memorial, on behalf of Rani Swarnamoyee to Her Majesty, the Queen; while Hedger in the other expressed that he had no objection to the East India Company's paying to the Rani's attorney, the sum of money which were in their hands, as the Rani had already paid his clients on 24 January, 1850.<sup>104</sup>

Rani Swarnamoyee by December, 1850 was in full control of the Estate. She had already made the various payments in regard to the claim of Young and Herklots, the Revenue to the Government had been paid in advance and Keshab Sircar had disappeared in Pargana Chatti in Manbhum. She therefore demanded that her bond for Rs. 1,50,000 might now be cancelled, the surety of Harachandra Lahiri, be released, as it was of no value and the money deposited for the payment of the late Maharani Susharmoyee might be returned to her. Judge, on behalf of the Rani forwarded on 3 December, 1850, a copy of the Memorial, addressed to Her Majesty Queen Victoria along with other relevant papers to the

<sup>103</sup>Bengal Sudder Board of Revenue, Proceedings of 18 August, 1848, Nos. 45 and 46; of 1 September, 1848, Nos. 38-41; of 12 September, 1848, Nos. 30, 31, 32, 41 and 42; of 22 September, 1848, Nos. 84 to 86; of 29 September, 1848, Nos. 67, 68 and 69; of 6 October, 1848, No. 38 and of 12 December, 1848, Nos. 3 and 4.

<sup>104</sup>Bengal Sudder Board of Revenue, Proceedings of 22 February, Nos. 36 and 37 and of 24 September, 1850 Nos. 41 to 43.

Board. He wrote, 'It seems proper and necessary that the statements contained in the Memorial should be thus officially confirmed. In the name and on behalf of the Ranee, I have therefore humbly to solicit, that the Board of Revenue will be pleased to submit the application to his honour, the Governor of Bengal in Council, with their favourable recommendation that such a report be made to the Court of Directors, on the matter of the Memorial, as the justice of the case may require, to the end that may be able to answer any enquiry of the Lords of the Treasury on the subject, and so enable them to report to Her Majesty on the Memorial.'<sup>105</sup>

The Memorial to the Queen may be considered the high water mark in the struggle against the East India Company and may therefore be quoted extensively, 'To the Queen's Most Excellent Majesty, the humble Memorial of Sreematty Ranee Surnomoyee Dassee, the only widow, heiress and legal personal representative according to the laws, usages and customs of Hindoos, of Rajah Kissennath Roy Bahadur, late of Cossimbazar in the province of Bengal, a Hindoo Zemindar, now deceased. Sheweth, that the Rajah Kissennath Roy was in his life a person of very excitable character and in many occasions exhibited symptoms which as your Memorialist is advised were indicative of an unsound mind and that on the 31 October, 1844, the said Raja at the early age of 22 years and 7 months and being at the time, as your Memorialist believes of unsound mind put an end to his existence by shooting himself through the head.

'That an inquest was held on the body of the said deceased by the Coroner of Calcutta and a Jury by whom an inquisition (an office copy whereof and the evidence taken thereon hereunto annexed) was returned on the eleventh day of November, 1844, finding but as your Memorialist submits on evidence strongly leading to show that the deceased was insane at the time, that the deceased died 'felo de se' and that he had at the time of his death, goods and chattels within the town of Calcutta, as contained in the Inventory annexed to the said Inquisition which amounted to the value of Company Rupees 9,87,063-3-5p and without the town Calcutta to the value of Company Rupees 2,89,500, all of which were and are claimed by your Memorialist as the widow of the said deceased to be possessed and enjoyed by her as the widow of a Hindoo, dying intestate

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<sup>105</sup>Ibid., Proceedings of 6 December, 1850 Nos. 44-46 and of 27 December, 1850, Nos. 7-9.

and without male issue and in the manner prescribed by the Hindoo law.

‘That the deceased left surviving your Memorialist, his sole widow, then *enceinte* and who afterwards on the 15th day of June, 1845 gave birth to a daughter, now called Surrosuttee Dassi and that he also left him surviving one other infant daughter named Luckhee Dassi, then of the age three years and a mother Ranee Hurrosoondry and a grandmother Ranee Shoosharmoyee, since deceased and a sister Sreemutty Govinda-soondry Dassi, all of whom were amply and duly provided for, out of the Estate of the said Rajah Kissennath Roy in his life time under certain decrees or orders of your Majesty’s Supreme Court at Calcutta, directing proper sums to be set apart for securing to them respectively a sufficient provision and maintenance as herein after particularly mentioned.

‘That immediately on the death of the said Rajah Kissennath Roy, the Revenue Officers in the employ of the Government, either as Court of Wards acting as in the case of property in the hands of a disqualified proprietor or to protect the supposed right of the Indian Government as a Trustee under the alleged Will of the said deceased Rajah took possession of all the zemindaries and lands of the said Rajah and also took possession of all the goods and chattels belonging to the Rajah, at the time of his death in the said Inventory mentioned, situated beyond the limits of the town of Calcutta.

‘That on 22 January, 1845, Kissub Chunder Sircar, formerly a servant of the deceased applied to the Supreme Court of Judicature at Fort William in Bengal for probate of an alleged Will and Codicils of the late Rajah and a caveat being entered by your Memorialist, a suit was commenced for the proof in solemn form of the said alleged Testamentary papers in the course of which the said Kissub Chunder Sircar filed on 13th June, 1845, his amended libel propounding as the last Will of the deceased Rajah, three Testamentary papers; the first a document of considerable length bearing date, the 30th of October, 1844, the day preceding the day of his death, in the presence of three witnesses of the names of Young, Herklots and Strettell, whereby after leaving various legacies, he directed that his property in the event of his having a son should go wholly to him, but in the event of no son being born to him, within due time that the greater part of the zemindaries and landed property should go to the foundation of a school or college, which he solicited the British



Government of India to establish from the proceeds of it; the second an unattested Codicil on a separate piece of paper purporting to give to Kissub Chunder Sircar the contents of a portable box (in the said inventory mentioned and described as "No. 13 a mahogany clamped box locked and the key lost", contents unknown but supposed by the evidence of Tara Chand Ghose to contain Bank notes and other valuables) and naming him, the said Kissub Chunder Sircar as an Executor of his Will and the third, an unattested Codicil dated in the day of his death, purporting to leave the said Kissub Chunder Sircar, Company Rs. 22,000 in his portable box.

'That in the same suit the East India Company on 17th February, 1846, filed their allegation supporting the said first mentioned document as the Will of the said deceased Rajah but disputing the validity of the said two alleged Codicils.

'That your Memorialist filed her answers to the said allegations stating and admitting that the said Rajah, while of unsound mind and in a state of insanity in the morning of the 31st October, 1844, and about two hours before noon, on that day, did at his dwelling house in Jorasanko in Calcutta, called the Rajbari, signed the said writing bearing date 30th of October, 1844, propound as his last Will and Testament in the presence of the witnesses alleged, but that she was informed and believed that the said witnesses did at the time entertain grave and serious doubts concerning the said Rajah's sanity and that some or one of them did express the same and demur to attesting the said alleged Will and that they ultimately attested it to avoid exciting the Rajah to a still greater degree and your Memorialist disputed the said two Codicils as fraudulently made and fabricated and never in fact executed by the Rajah.....

'That on or about 14th July, 1846, your Memorialist exhibited her original Bill of complaint on the Equity side of the Supreme Court against the said East India Company, the said Kissub Chunder Sircar and the said Charles George Strettell.'

She went on to describe that on 11 December, 1846, it was ordered by the Supreme Court with the consent of all the parties that the issues be tried on the plea side, which was done on the first term of 1847 and the judgment was delivered on 28 February, 1847. The original Equity

suit was heard and decreed on 25 November, 1847. She quoted the judgment which declared her as the legal heir of her husband according to the Hindu Law. She continued:

‘That immediately after the verdicts above mentioned were found on the said issues, by which verdicts all the fact of intestacy of the said deceased Rajah was established and before the said final decree was made in the said Equity suit or the said final sentence in the Ecclesiastical suit, the East India Company voluntarily gave up possession to your Memorialist of all the zemindaries and lands of the said deceased Rajah situated out of the town of Calcutta and also of the proceeds of sale of the ‘furniture of houses, valued at C. Rs. 25,000, carriages and palkees, valued at C. Rs. 3,000, elephants valued at C. Rs. 15,000, arms valued at C. Rs. 10,000, shawls and dresses valued also at Rs. 10,000, books valued at C. Rs. 2,000, horses valued at C. Rs. 20,000, cattle valued at at C. Rs. 1000 and boats valued at C. Rs. 3,000 in the said inventory mentioned as out of Calcutta, the whole of which had been sold under the orders of the said East India Company and produced much less than the value stated in the said Inquisition, of the whole of which last mentioned property the East India Company had taken possession, on the death of the Rajah and that they also gave up possession to your Memorialist upon condition that your Memorialist should indemnify the said East India Company against all actions and claims which might be brought against them in respect of their transactions in the management, which they had assumed of the said estate and that your Memorialist accordingly executed a Bond of Indemnity to the said East India Company and left in their disposal as collateral security the sum of C. Rs. 1,50,000.

‘That the following items mentioned in the said Inventory annexed to the said Inquisition and therein mentioned to be in the hands of the Accountant General of your Majesty’s Supreme Court, Calcutta, consisted partly of principal money and partly of interests and that the said Rajah Kissennath Roy was only entitled thereto subject to such payments for maintenance and otherwise as the said Ranee Shoosharmoyee now deceased and the said Ranee Hurrosoondry and the Sreematty Govindsoondry Dassi were, and the two latter are still entitled to receive under the Decrees and Orders hereinafter setforth made in the cause Ranee Hurrosoondry and Ranee Shoosharmoyee -vs- Rajah Kissennath Roy and cross cause.

'In the hands of the Accountant General of Your Majesty's Supreme Court, on account of maintenance :

1.	S <sup>a</sup> Rs. 6,49,657-7-5	—	C. Rs. 6,92,967-15-6		
2.	„ „		„ „	79,000-0-0 claimed by your	Memorialist
3.	„ „	1,302-10-11	—	„ „	1,389-8-4 Do. Do.
4.	„ „	29,300-0-0 (Residence)		„ „	31,253-5-4 Do. Do.
5.	„ „	1,245-5-7	—	„ „	1,328-8-7 Do. Do.

'That a portion and as your Memorialist believes, nearly the whole of the items 6 and 7 in the said Inventory and therein described as No. 6. In the hands of the Accountant General subject to the claim for costs the amount for which is unknown, C. Rs. 1,38,666-10-8. No. 7 C. Rs. 3705-11-0 has been expended in liquidation of the said costs but your Memorialist has not received and is unable to set forth any account of the said several sums in Nos. 6 and 7 of the Inventory.

'The items Nos. 8, 9, 10, 11 and 12 in the said Inventory mentioned have since the decree in the said Equity... have been delivered to your Memorialist by the Registrar, Supreme Court, which are the following: No. 8—2 silver Hookas and 12 pieces of silver plate C. Rs. 400 and two Petrahs of wearing apparels valued at C. Rs. 500, total C Rs. 900; No. 9—one bundle of towel table cloths C. Rs. 100, two hunting saddles and bridles C. Rs. 100, horse clothings etc. C. Rs. 20, a diamond ring C. Rs. 800, total C. 1020; No. 10—a tin box with two gold watches and other articles of value C. Rs. 1000; No. 11—two double bared guns C. Rs. 1000, hooka botoms C. Rs. 1200, Tea caddy C. Rs. 50, total C. Rs. 2250; No. 12—hooka bottoms—C. Rs. 16, eau-de-cologne C Rs. 250, brass utensils, books, soap, C. Rs. 41, total C. Rs. 307.

'That No. 13 in the said Inventory is described as "a mahogany clamped box" known as the Raja's private box, locked and the key lost, supposed to have contained bank-notes of the value of Rs. 25,000 but on breaking the seal it was found to be empty. That No. 14 is described as two Buggies, a phaeton and a Dog-cart and a palanquin of the value of C. Rs. 1400, these were sold and the proceeds retained in liquidation of debt which Messrs. Dykes & Company of Calcutta asserted to be owing to them by the said Rajah. Similarly No. 16 described 16 horses, valued at C. Rs. 8000 in the hands of Cook & Co., they were sold after the Rajah's death and proceeds claimed for previous loans.....

'That in a certain cause in which Ranee Hurrosoondry and Ranee Shoosarmoyee were complainants, a certain sum of money was paid in the Supreme Court and vested in Government Securities of C. Rs. 6,86,700 bearing interest of 4% per annum to secure monthly payment to the said Ranee Hurrosoondry, C Rs. 1400 (per month) during her life and C Rs. 800 (p.m.) to Ranee Shoosarmoyee during her life. A further sum of money was invested in G. P. Notes C. Rs. 78,100 @ 4% p. a. to pay Sreemutty Govindsoondry Dassi Rs. 250 per month, and a further sum of C. Rs. 31,250 @ 4% p.a. in G. P. Notes to pay the Ranees C. Rs. 100 per month, for a suitable residence in Calcutta, if the two Ranees should not continue to reside in the family residence known as the Rajbari.

'That by the death of Ranee Shoosarmoyee on 14th February, 1848, a portion of the sum of C. Rs. 6,86,700 has already lapsed and that your Memorialist having claimed it as representative and heir to Rajah Kissennath Roy, the Court refused to make any order, but directed that the same should stand over pending an application to Your Majesty on the ground that there had been neither a grant by the Crown or any formal intimation on which the Court could act, the Crown had intended to surrender or to abstain from urging its rights in respect to the Estate of the said Rajah Kissennath Roy.'

She prayed fervently that Her Majesty would be graciously pleased under the circumstances to abandon all claim to the property of the said Rajah Kissennath Roy, deceased. She also requested for the return of Securities without hampering the claims of Rani Harasundari or Sreemati Govindasundari and to be released from the Bond which had automatically become infructuous.<sup>106</sup>

### Part III—1850-1858

#### (a) *The Period.*

The time was one of turmoil and tension. It was no longer the foreign individual but the right of the Company itself, to run the country which was being questioned. The indigo merchants were being increasingly identified with the Government in spite of the fact that there was no connection between them. The zemindars in general incurred the displeasure

<sup>106</sup>Bengal Sudder Board of Revenue, Proceedings of 27 December, 1850, No. 8, Rani Swarnamoyee's Memorial to Queen Victoria.

asure of the Government by trying to protect their tenants from the oppression of the indigo merchants. The British and European zemindars faced a definite disadvantage as their priorities had to be clearly defined. The petitions of Owen John Elias a zemindar of 24-Parganas or of Robert Watson, zemindar of Rokunpur are quite revealing. This predicament was very much similar to the Indians who were joining the Government service in greater numbers and were occupying the junior administrative posts.

The Calcutta society was dominated by Raja Radhakanta Deb of Shovabazar, there were Satyacharan and Sibcharan Ghoshal of Bhukailash, Raja Srischandra of Nadia, Raja Prasannanath Roy of Dighapatia, Banwarilal Roy of Banwaribad and of course Prasanna Coomar Tagore, who now resigned his post as the Government Pleader of the Sudder Dewanny Adwalet, in which place Ram Prasad Roy was appointed.\* This was the time when Marshman and Motilal Seal were active in Calcutta, while Capt. Sherwill was surveying the country for a fresh Revenue settlement.

Native female education in Bengal was being urgently discussed in the proceedings. John Drinkwater Bethune as the President of the Education Council had established a school for girls in Calcutta in 1840. This was however not the first school for girls as a girls' school known by the name of "Juvenile Pathsala" had been established by the School Book Society as early as 1820 and nearly 40 girls of 40 poor families obtained prizes for their proficiency. In 1842 there were fifty female schools in different parts of Calcutta with nearly 800 pupils in their rolls. Raja Radhakanta Deb gave a detailed account of these schools in his report "Stri Shiksha Vidhayaka". A patron of female education, Raja Radhakanta encouraged the establishment of such schools. The Hindu Female School of Bethune subsequently changed its name to "Bethune Female School". Iswar Chandra Vidyasagar, the Principal, Sanskrit College, soon became the Honorary Secretary to this new school. Bethune's death in 1851 left Vidyasagar as the sole organiser of this school.<sup>107</sup>

Darjeeling, confiscated from the Raja of Sikkim, became a part of Bengal in 1850. Papers were made and signed by the Raja, declaring that he had presented the hill to the East India Company. The record shows

\*Bengal Revenue Consultations, Proceedings of 20 November, 1850, Nos. 17 and 18.

<sup>107</sup>Subalchandra Mitra, Iswarchandra Vidyasagar (1902 Rep. 1975) p 221-229.

that it was  $31\frac{1}{2}$  miles in length and  $30\frac{1}{2}$  miles in breadth, totalling to 440.11 square miles, situated at 7126 feet from the sea level and 18 miles from the plains. The description proudly records that it had 24 miles of perpetual snow being 35 miles from Nepal and 13 miles from the Bhutan borders.

Sri Ram Pal, a potter from Krisnanagar made clay models of the different artisans of Bengal and sent them to England where they were greatly admired. Bengal Public Consultations noted the incident with satisfaction on 27 January, 1853.

Education was being considered rather seriously. Babu Pulin Behari Sen and Madan Mohan Tarkalankar who inspected Murshidabad district reported that Berhampore (rather than Murshidabad) had a more suitable climate for the establishment of a college where they expected that 200 boys were likely to join. They recommended Gorabazar to be best suited for college site. It was decided that the college should be opened at once. An expense account of Rs. 29,000 was laid down to be raised by public subscription. The Government of India promised a grant of Rs. 20,000 per year. It was decided to start the college on 1 November, 1853. A. S. Harrison was transferred from Krisnagar college as Principal, his letter of appointment was signed on 26 October, 1853 by N. Gordon Young, under-secretary to the Government of Bengal, notification in the Calcutta Gazette appeared the same day. One hundred and seventeen boys presented themselves for admission. The first donors were Her Highness Nawab Ameerrunnissa Begum, Raja Pratap Chandra, Baboo Pulin Behari Sen, Baboo Prasanna Nath Roy and Baboo Nabokrisno Roy.<sup>108</sup>

J. S. Judge, the Rani's attorney applied on 1 December, 1854, for the office of the Clerk of the Court of Small Causes but failed to get it.<sup>109</sup>

Soon however Vidyasagar was to launch his famous movement for the remarriage of widows. He submitted a petition on 4 October, 1855 requesting the Government for a law on the subject of widow marriage which was countersigned by one thousand other persons besides himself. On the 17 November, 1855 a draft Bill of an Act to remove all

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<sup>108</sup>Bengal Public Conslt. of 27 January, 1853, No. 38; Bengal Revenue Conslt. of 14 July, 1853, No. 17; Bengal Public Conslt. of 17 November, 1853, Nos. 54-60.

<sup>109</sup>Bengal Judicial Consal. of 25 January, 1855, Nos. 20-21.

legal obstacles to the marriage of Hindu widows was introduced into the Legislative Council by J. P. Grant. The Bill had a stormy passage but was passed on its third reading on 19 July, 1856, becoming Act XV of 1856 and received the assent of the Governor General on 26 July, 1856. Swarnamoyee had as early as 1853 offered to Vidyasagar full financial support for conducting his movement. Vidyasagar thanked her for the support but refused to take any help from her as he felt that being herself a Hindu widow, her interest would be misunderstood and might even give rise to scandal. He however promised to seek her help and support in other matters. This he did in the case of female education about which more will be discussed later. Swarnamoyee however was not ready to sit still when Vidyasagar started the movement against polygamy. She organised a petition to be sent around her zemindari and signed by fifty thousand men and women protesting against polygamy which was headed by her own signature. This petition was submitted to the Government in 1856. Unfortunately though Vidyasagar petitioned for a legislation on 27 December, 1855, it never became law.<sup>110</sup>

*(b) The Estate.*

As soon as Rani Swarnamoyee took full control of the Estates, she informed the Commissioner of Murshidabad that she wished to pay the Revenue of her Estates, situated in the districts of Rungpore, Dinajpore, Rajshahi, Pabna, Malda, Faridpur, Manbhum, Burdwan and Nadia, amounting to Rs. 2,35,805-5-7 into the Treasury of Murshidabad. She pointed out that similar concessions had been granted to her predecessors. W. Maples, Assistant Accountant, Government of Bengal found that not only there could be no objection to a compliance, as it is with difficulty that the Treasury was supplied with funds. On 13 September, 1850, the Board wrote to Taylor agreeing to the suggestion of the Rani and making arrangement for informing the Collectors of the other districts.<sup>111</sup> This was not however the total Revenue as both Murshidabad and Dacca had not been included in the list. Adding these two districts, the total

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<sup>110</sup> (i) Subalchandra Mitra, *Op. Cit.* p 260-324,

(ii) Nemaisadhan Bose, *Indian Awakening and Bengal* (1960), p 216-218,

(iii) Santoshkumar Adhikari, *Vidyasagar and the Regeneration of Bengal*, (1980), p 54-57,

(iv) Ashok Sen, *Iswarchandra Vidyasagar and his Elusive Milestones* (1977), p 134.

<sup>111</sup> Bengal Sudder Board of Revenue, *Proceedings of 23 August, 1850, Nos. 44-46; and of 13 September, 1850 Nos. 54 and 55.*

Revenue of the Estate came to Rs. 2,74,700-0-4, which was only marginally different from the total Revenue that was paid in 1844, which came to Rs. 2,72,328-8-14. Comparing the two lists it would be found that the difference was because of the increase in Revenue in Nadia, from Rs. 65,779-2-2 in 1844 to Rs. 67,698-9-11.

Baharbund of course caused the greatest excitement as the Rani was not ready to tolerate even the slightest infringement of her right. She petitioned on 8 July, 1850, that she was agrieved by the Board's order of 15 September, 1848 in reference to the assessment of two *churs* called *Poorar chur* and *Barnchur chur* belonging to her in the zilla Rungpore. The Board ordered assessment as they thought that these two *churs* did not belong to her, this was not true and on this ground she prayed for the reconsideration of the order. She related the long history of the *churs* which belonged to Pargana Baharbund. The misunderstanding started as early as 1818 when the then Collector considered the *churs* to be separate from the Pargana. As Swarnamoyee had never been a believer in petitions, two suits were instituted immediately and it was decreed that the *churs* formed part and parcel of the Pargana Baharbund. In spite of the decree of the court of law, the Government never formally gave up the possession of the *churs*. The Act No. 9 of 1847 was passed in May, according to the definition of which the *churs* belonged to Baharbund. Rani Swarnamoyee now demanded the possession of the *churs* and the refund of Rs. 30,000 realised by the Government from these *churs*, over the years. Having found her contention correct, the Board gave possession of the *churs* and ordered to pay her back Rs. 30,626-7-10.<sup>112</sup> Soon however the Board reconsidered its decision. They were agreeable to release the *churs* but refused to pay the money. Gordon in a long minute explained why he had to change his view and refuse the payment to the Rani.<sup>\*113</sup>

Soon however the Government had to depend on the Rani. H. Stainforth, officiating Commissioner of Murshidabad informed the Board on 11 August, 1852 that Rani Swarnamoyee made boats available to the officers commanding the 42nd and 74th Native Infantry in Baharbund, to enable them to land the troops under their charge with

<sup>112</sup>Bengal Sudder Board of Revenue, Proceedings of 29 November, 1850, Nos. 62-66.

<sup>113</sup>Ibid., Proceedings of 25 February, No. 11, and of 16 May, 1851, No.9.

\*Taylor informed on 5 May that the Rani was dissatisfied with the decision of the Board and was about to bring an action in the Civil Court.



their luggage and to re-embark them with boxes of treasure remitted from Dinajpur on board steamers.<sup>114</sup>

Swarnamoyee had allowed an experienced *mohurer* to be appointed by Plowden, early in the year. This *mohurer* was asked to put all Baharbund papers to order. *Nuthees*, *lat bundees* and other papers were all over the place, some were lying in the courts of law either for a current or a past suit, now it was necessary to put them together. The Collector of Rungpur now opined that with less than 5 *mohurers* it would take years to complete the job. Ultimately a total of four *mohurers* were approved to be appointed at Rs. 10 per month for a period of six months only.<sup>115</sup>

After Baharbund, Swarnamoyee disputed the settlement of Chur Dadapur in Pabna. In 1837 this *chur* which was under Dharmpur thana was settled by Golam Hyder Khan to Raja Krisnanath. The *chur* rose in 1832 and was found to be 746 bighas and  $2\frac{1}{2}$  kattas in area, for which the Jumma (revenue) was fixed at Rs. 393-1-0. After the expiry of the lease in 1848, the *chur* was again measured and found to be 1776 bighas and 6 kattas being 1030 bighas in excess of the former measurement. The sudder jumma was ultimately fixed at Rs. 845-0-1p and the summary settlement with the proprietress 'Ranee Surnomoyee of Cossimbazar' was concluded for 20 years. In 1851, the Government again measured the *chur* and found it to be 2358 bighas and 6 kattas. A total of 1618 bighas and 17 kattas of new *paosthi* land had arisen, increasing the total area of the *chur*. Long lines of sand protected the shores and increased the area further to 2077 bighas 6 kattas and 6 chhataks. When the Ameens started measuring, the final count was reported to be 2358 bighas and 6 kattas of which 740 bighas were the original cultivable land, 1019 bighas were new cultivable land and 600 bighas were sand. After a lot of controversies regarding ownership, measurement and settlement, all disputes were ultimately resolved and a temporary settlement of 20 years, from 1257 to 1276 B.S. (1850-51 to 1869-70) was given to Rani Swarnamoyee on a fixed revenue of Rs. 886-1-3 per annum. The Board approved the settlement at the conclusion of a most complicated dispute.<sup>116</sup>

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<sup>114</sup>Bengal Sudder Board of Revenue, Proceedings of 17 August, 1852, Nos. 48 and 49 and 3 September, 1852, No. 33.

<sup>115</sup>Bengal Revenue Consultations. Proceedings of 26 June, 1850, Nos. 65, 66, 67 and 72.

<sup>116</sup>Bengal Sudder Board of Revenue, Proceedings of 25 July, 1851, Nos. 13 to 18 and 74, and of 17 October, 1851, No. 10.

The Board now generally, co-operated with Rani Swarnamoyee. They agreed to return the balance of Rs. 64,722-1-6 in her favour as soon as they received the new Indemnity Bond in place of the old. Grant, the new solicitor of the Company sent the engrossed Release and Bond of Indemnity for the execution of the Rani on 26 May, 1851, but it did not reach her in time and the signature of the Rani could only be executed on the 4 September, when it was returned to the Board. The money however took quite some time to be released.<sup>117</sup>

One of the lasting contribution of Rani Swarnamoyee for the people in general can be found in her request to the East India Company to make available all Rules, Regulations, Acts and all important decisions of the Government in Bengali language. Taylor wrote to Board on 8 September, 1851, that vernacular copies of the settlement records were at present under consideration but Rani Swarnamoyee had written to the Collector, Murshidabad requesting him to cover a much larger field. The Board approved the idea and requested Marshman to bring out vernacular editions of the records required along with the settlement circulars of the Board, printing 300 copies of them.<sup>118</sup> The Board also noted that a society of gentlemen called the Vernacular Literature Committee had published on 6 January, 1852 a book entitled Bibidhartha Sangraha (বিবিধার্থ সংগ্রহ—a miscellany of various matters).

The Rani's efficiency in administration was soon felt and the collections became both regular and plentiful. She undertook visiting some of her zemindaries and naturally Baharbund was the first place she visited which was followed by her visit to Habaspur (Faridpur). In both the places she listened to the grievances of the people from behind the *purdah*. She decided most of the problems almost instantly. She told her officers that at the time of distress, the zemindar had the additional responsibility of bringing relief, therefore measures should be ready even before it was demanded.

Swarnamoyee found that though a monthly sum of Rs. 100 each as rental for a house had been allotted to Rani Harasundari and Rani Susharmoyee, the money had never been drawn by either of them, and had accumulated in the hands of the Supreme Court. Now Rani Susharmoyee

<sup>117</sup>Ibid., Proceedings of 4 February, 1851, Nos. 1 and 2 ; of 27 May, 1851, Nos. 143-144; of 11 July, 1851, Nos. 27-29; of 16 September, 1851, Nos. 29 and 30 and of 15 June, 1852, Nos. 73-74; of 8 July, 1852, No. 45A.

<sup>118</sup>Ibid., Proceedings of 12 September, 1851, Nos. 86-87 and of 13 July, No. 45.

was dead so she immediately made a demand through her solicitor for the whole amount of the money as Rani Harasundari had been continuously living in the Jarasanko house. The original amount was S<sup>a</sup> Rs. 29,300 (C. Rs. 31,500) and the accumulations S<sup>a</sup> Rs. 3,700. She demanded that the amount might be paid back to her.<sup>119</sup> Before any decision could be taken the country was in turmoil.

The Santals of the Rajmahal hills rose in 1855, the measure adopted in consequence was noted on the 19 July. The Sepoy Mutiny burst forth engrossing the country, at the end of which, when peace and tranquility was restored the rule of the East India Company came to an end. It will be useless to repeat the incidents of the mutiny or the unrest in Northern India. It may on the otherhand, be of interest to record the feelings of some Bengalis during the mutiny. The "Respectable People" of Calcutta under the leadership of Raja Radhakanta Deb and Kaliprasanna Sinha met on 26 May at Hindu Metropoliton College and passed a motion of censure against the mutinous sepoys. Two vernacular newspapers were unequivocal in their condemnation of the Mutiny. Sambad Prabhakar was edited by none other than Iswarchandra Gupta and Sambad Rasaraj by Gourisankar Bhattacharyya. Both the British Indian Association and the Muhammadan Association joined ranks with the two daily papers. There are three contemporary accounts which establish the fact that Mutiny did not find any favour with the Bengali. The first was by Rajnarain Basu, the grandfather of Sri Aurobindo, who was then the Headmaster of a school in Midnapore. The second was by Jadunath Sarbadhikari who was then visiting Benares on pilgrimage. He was appalled by the atrocious behaviour of the sepoys. The third was by Durgadas Bandopadhyaya who was a clerk in the army situated in Bareilly. The last account is the most detailed. He had written that making money and enjoying women were the two most important aspects of mutiny. The sepoys tortured men for money, raped women indiscriminately and killed people in cold blood. He goes on to describe how the dancing girl Panna was tortured and how seven Bengalis who had been working for the army beheaded. Several others were whipped. It is not without reason that the then leaders of the society like Kishorichand Mitra, Sambhuchandra Mukhopadhyaya and Harischandra Mukhopadhyaya, all condemned the Munity in one voice.<sup>120</sup>

<sup>119</sup>Bengal Revenue Consultations, Proceedings of 30 June, 1853, Nos. 9, 10 and 11.

<sup>120</sup>(i) Bengal Judicial Proceedings of 19 July, 1855 No. 1/75.

(ii) Ramesh Chandra Majumdar, *Bangla Desher Itihash* (1972 Rep. 1981), p 66-71.

## CHAPTER XI

### HER PROPERTIES 1844-1897

Maharani Swarnamoyee expired on 25 August, 1897. On her death the succession of the property reverted to her mother-in-law, Rani Harasundari who was then living in Benares permanently and was about 91 years of age. She relinquished her right in favour of her grandson Manindrachandra, who was the youngest and the only surviving son of Gobindasundari. There was therefore an interregnum, when a complete stranger to the property succeeded, without any link with the past or any administrative knowledge. This was perhaps one of the reasons why so many muniments of the period is lost. There was a deliberate attempt to steal away properties by some people who removed the papers which proved the ownership. In certain cases when the properties came up for Revenue sale, they had to be bought back again or the Revenue paid along with the arrears of several years, if the mistake was discovered in time.

Swarnamoyee herself contributed to the problem by buying properties in the names of her relations. These properties were managed by her without the mutation of the names. As a natural course of this, those individuals claimed the properties to be their own on the death of Maharani. This was specially true about Srinath Pal who was the nephew of Swarnamoyee, the youngest son of her sister, Madhusundari, who also became the Manager of the Estate in the last few years of the administration of Swarnamoyee, to be precise from October, 1889. Maharani also examined the idea of adopting the only nephew of Srinath Pal, the son of Bholanath Pal known as Khetan Pal, whose full name was Kshetranath Pal. If she could not make an adoption as it would be illegal, enough properties were left to him in Murshidabad and Burdwan to become a wealthy landlord. Srinath Pal, who was a Law graduate of the Calcutta University, received money, jewellery and properties in Murshidabad, Burdwan and Calcutta. To her nieces also Maharani Swarnamoyee gave paddy lands, tanks and orchards around her ancestral village Bhatakul-Tulsidanga in north Burdwan. Unfortunately both the nieces Sudhamani and Mangala and the grand niece, became young widows without any male issue, so the properties were lost after their death.

The discussion about properties will therefore be unsatisfactory. All the properties which were paid for by the Estate were entered in the record book, but when they were compared with the actual documents many of them were found to be missing for which almost no explanation could be offered, though in most cases where possession was retained the ownership of the Estate was never challenged by anyone.

There were other reasons for the loss. A part of Swarnamoyee's muniments were kept in the palace at Cossimbazar separately. When Manindrachandra built a separate record house and endeavoured to keep the records in a scientific manner all the records of Swarnamoyee's period were not available. There being no necessity of finding them as they did not create much difficulty in the management of the Estate, the urgency was lost. The main record of right became the Government record of Khatians and the D Register, mutation of name in these records was found to be more than sufficient as the legal and ultimate records of right.

It will therefore be convenient for the reader and the biographer to deal with the subject district by district, where it will be easier to point out the total aquisition, retention and loss. The loss, as has been stated earlier, would be found in three areas only, namely in the districts of Burdwan and Murshidabad and in the town of Calcutta. For the sake of convenience the Register of Records will be generally followed, the details of which are given in the appendices.

### *Murshidabad*

In the first eleven years from 1251 to 1261 i.e. 1844-45 to 1854-55, twentytwo properties were acquired. They were of small value. The Kapasdanga jote of Karim Buksh acquired for Rs. 1000 from Kongri Bibi and her son Nimchand Mahata being the highest sum paid. What is interesting to note in these years is that properties were bought for their settlement or zemindari value, like the Sujanagar ten annas *niskar* mahal bought for Rs. 325 or the *darpattani* right of Saidabad for Rs. 400 or the Pattani right of Gudia and Beldanga mahal taken from Badarunnisa Begum or the Pattani right of Sonadanga in Plassey. It is possible that Swarnamoyee's acquisitions were made with the idea that even if the Court of Wards succeeded in retaining the possession of the Estate, she would have a zemindari of her own which would sustain her

reasonably well. Most of the *mahals* were only parts of a mahal involving a smaller amount of money. The Beldanga property, the *pattani* (lease) of 4 annas of which, she acquired on 1 Baisakh, 1256 turned out to be a lucrative proposition. She ultimately not only acquired the whole but became its sole proprietor. This acquisition by parts brings to mind the activities of Cantoo Baboo, her great-grandfather-in-law and the founder of the house, whom she imitated instinctively without knowing any thing about him, exactly a hundred years later. She of course also purchased houses, gardens, shoprooms, paddy lands and silk factories which included the property of Dr. G. G. Macpherson & the Layall Matison Company.<sup>1</sup>

In the next ten-year-period from 1262 to 1271 i.e. 1855-56 to 1864-65 a total of 38 properties were acquired by Rani Swarnamoyee. Now that the management of the Estate was left to her she freely acquired properties taking fullest advantage of the purchase by Revenue sale. In this field of acquisition she demonstrated a consideration rarely shown by the purchasing party. During the auction she ruthlessly applied the technique of getting the property at the lowest price, but when the owner, forced to sell the property, appealed to her, she would enter into a separate deed of sale with the owner paying double the sum she had paid during the auction sale. This was also the period when many Brahmin families continued to leave the *muffasil* and came to stay near Calcutta. She was a ready buyer of these *Brahmottar* and *Lakheraj* properties being particularly generous to the widows. She bought the four annas share of Mouza Plassey which belonged to Indranarain Singh in Revenue sale for Rs. 510 on 18 Baisakh, 1263. This was her first acquisition by Revenue sale, which was followed two months later by acquiring another four annas of the same Mouza for Rs. 200 from Sundarimani Choudhurani on 26 Ashar, 1263. The emphasis continued to be in the purchase of zemindaries.

She was particularly severe to the European zemindars. On 15 Pous 1266 she acquired Hooda Alaipur, Pattani of Budharpara, Neamatpara, Dakshinpara etc. all in Pargana Gowash, which were the properties of George Macnaughton for Rs. 100 only. She continued to buy houses, shoprooms, tanks, paddy lands and orchards. As a dispute was going on regarding the alluvium *char* Khidirpur, the proprietorship of which was claimed by her, she took *pattani* (lease) of the *char* directly

<sup>1</sup>Cossimbazar Raj Records, Murshidabad Properties, Sl. M-365, 368, 438, 439, 345, 387, 405, 406, 316, 317, 350, 440, 403, 491, 346, 358, 320, 374, 322, 321, 328, and 327.

from the Government for Rs. 183-8-0 per annum, which gave her full control over 125 *bighas*, thus strengthening her hold, on 6 Aswin, 1268. A few months later she bought a large property in the name of the deity, which was her largest acquisition during these ten years. This was the *char* Jajira and Dumuria (another alluvium of the Padma) consisting of over 10,000 *bighas* of land and commonly known as Touzi No. 560 which she purchased directly from the Government for Rs. 50,000. This acquisition opened a new policy of getting hold of whole Touzis which covered much more land than was usually offered in the Revenue sales. The other manner of acquisition was by 'Court Sale' which came into operation in case of decreed properties. The court decreed sale for default. James Lyall sold Touzi No. 1413 of the Khas mahal on 6 Sraban, 1271 for Rs. 1400. Touzi No. 87 of Shyamacharan Bhattacharya was purchased in Revenue sale for Rs. 300 on 13 September, 1864 (Bhadra, 1271) and Touzi No. 582 was acquired on 17 Magh, 1271, which covered the Khasmahal Ramdasapur in Taraf Kadirpur. She also bought the factory lands of the English Company in Cossimbazar from James Lyall including the Residency. The properties and shoprooms in Magui-Kuchia-muri in Pargopjan were acquired regularly. These properties became the market place of Khagra and Magui Kuchia-muri properties lost the former part of its name being vulgarised into 'Murirdhar' (by the side of the drain). A shoproom was sold at Rs. 50, a house with land for Rs. 250 and paddy lands at Rs. 20 per *bigha*. Of course these were only middle prices which went up and down according to circumstances. For instance, the Rani paid Rs. 1000 to Rameswar Bagchi of Jamserpur for selling the mahal Kapasdanga, a *Lakheraj* property on 16 Jaistha, 1268.<sup>2</sup>

In the next ten years which fell between 1272 to 1281 i.e. 1865-66 to 1874-75 fortynine properties were acquired. The pattern remained the same. Acquiring Touzis in Revenue sale was intensified. Touzi No. 87 comprising of Gudhia and Beldanga was acquired part by part as they came up in Revenue sale. The first part was acquired on 27 November 1867 (Aghran, 1274) for Rs. 2550. Touzi No. 1441 was purchased on 3 December, 1868 (19 Aghran, 1275) for only Rs. 105. Katlamari mahal was got hold of on 16 July, 1870 (Sraban, 1277) the sale certificate which

<sup>2</sup>Cossimbazar Raj Records, Murshidabad Properties, Slis. M-323, 409, 319, 402a, 388, 404, 400, 493, 344, 337, 445, 355, 381, 331, 341, 333, 492, 332, 339, 329, 402b, 354, 334, 340, 335, 336, 338, 339, 342, 370, 343, 347, 348, 351, 398, 349, 386, 352, 435, and 353.

was dated 6 May, 1874 (24 Baisakh, 1281) showed that only Rs. 179 was paid at the auction. Touzi No. 224 which consisted another part of Mouza Plassey was bought from Shyamacharan and Ishanchandra Roy for Rs. 1500. Acquisition by Court sale continued. Houses, gardens, lands and zemindaries were bought in the most fruitful period of Rani Swarnamoyee's administration.<sup>3</sup>

The subsequent ten years recorded the fall in interest for acquisition of properties. The period between 1282 to 1291 i.e. 1875-76 to 1884-85 saw only twentyseven properties being acquired, quite a few of which were parts of the mahals or touzis already in possession. These acquisitions were therefore more automatic than purposeful. Swarnamoyee probably fully realised that hers was a hollow crown. It would be the only living son of Gobindasundari and Nabinchandra both of whom were dead, who would be the ultimate owner of the Estate after her death. Even then Touzi No. 1792 consisting of Baluchar-Radharamanbati was bought for Rs. 287 from Kshetranath Bandopadhaya. Janmahammudpur mahal was purchased for Rs. 500. The entire property of the Bengal Silk Company situated at the Babulbona Kuthi was purchased on 7 October, 1881 (Aswin, 1288) and 24 July, 1882 (9 Sraban 1289) consisting of Bighas 15-10-3 chs *Lakheraj* land, buildings, garden, trees and tanks for Rs. 3500. Acquisition by court sale continued. Pattani was taken of Khasmahal Touzi No. 569 for Rs. 1140. The acquisition of the Cochgiria pattani mahal in Revenue sale was a coup in the real sense of the term as the price paid was Rs. 5 only, on 7 June, 1883 (Jaistha, 1290). Strangely there was no acquisition in the year 1291.<sup>4</sup>

In the next ten-year-period, which fell between 1292 and 1301 i.e. 1885-86 to 1894-95, only twentyfour properties were acquired in Murshidabad. Though the numbers were dwindling the efficiency of the organisation resembled Kantababu. Never after his death had the expansion of the Zemindari property been so seriously and efficiently taken up, as was done by Maharani Swarnamoyee, a hundred years after him. The leanest of the ten years recorded the acquisition of 24 properties which

<sup>3</sup>Cossimbazar Raj Records, Murshidabad Properties, Slis. M-356, 479, 359, 361, 448, 360, 372, 364, 363, 362, 371, 477, 415, 393, 330, 375, 467, 377, 373, 376, 457, 378, 379, 410, 380, 430, 383, 436, 384, 385, 458, 493, 413, 389, 390, 391, 392, 396, 394, 395, 466, 397, 399, 401, 382, 408, 407, 456 and 411.

<sup>4</sup>Ibid., Slis. M-412, 488, 416, 414, 425, 431, 432, 433, 434, 496, 497, 417, 418, 419, 422, 420, 421, 423, 424, 426, 441, 437, 442, 443, 427 and 444.



as usual consisted of every description of property that she had been acquiring for the last 41 years. Zemindaries got the first priority, then came houses and shoprooms in the town, followed by paddy lands, orchards, gardens, tanks etc. She got hold of Ambarpur by decree No. 300 of the Azimgunge Munsiff Court on 25 March, 1885 (Chaitra, 1292) for Rs. 80. Krisnarambati came up by Revenue sale for Rs. 125. Similarly mouza Bisnupur in Kandi was bought in Revenue sale for Rs. 190. Magui-Kuchia-muri, Katmapara, Saidabad and Khagra the various areas of Berhampore town were specially favourite to her, where she never allowed any property to go out of her hand. She even went for the shay-pattani\* of Mouza Kanaipur and Radhakrisnapur in Saidabad for Rs. 950. The *Bramhattar* of Pargana Kashipur consisting of Bighas 168-5-1 $\frac{1}{4}$  chs comprising Touzi No. 1749 was acquired for Rs. 3900 on 12 Sraban, 1301, which was followed by the purchase in Revenue sale of the Nandanpur mahal, which was also in Pargana Kashipur for Rs. 138 on 18 August, 1894 (Bhadra, 1301) and mouzas Chandpur, Daulatpur etc. also in Pargana Kashipur on the same date for Rs. 195. The Revenue sale of the *Dar-pattani* of Touzi No. 1176 for Rs. 1626 was dated 7 Bhadra, 1301. Swarnamoyee once again demonstrated her ruthlessness by acquiring the property of Robert Watson, one of the Europeans who had taken advantage of her husband, on 31 Baisakh, 1300, by taking the permanent settlement of the property. She then proceeded to acquire his land and building consisting Bighas 1-10-1 ch for Rs. 2-9-10.<sup>5</sup>

In the last three years of her life between 1302 to Bhadra, 1304 or 1895-96 to August, 1897, she acquired eleven properties of which three were by Revenue sale and one by Court sale, three were house and land and four were land, garden, orchard and tank. The important sale of the

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\*Leases found many forms. The zemindar gave *pattani*, who gave it out in dar-pattani who would grant a shay-pattani. Often an enterprising zemindar would start buying a *shay-pattani* first even if his ultimate aim was to acquire the whole of the zemindari touzi. This method which started in the latter part of the 19th became intense and much more complicated in the 20th Century, when even leasing the *shay-pattani* into *Neem-Dar-pattani* and that also into *kola-neem-dar-pattani* was practised. In fact the existence of so many types of lease made the zemindari system most complicated particularly when land revenue had to be realised. In the case of default, the giver of the lease would ask the Court of Law to terminate the lease under Act 8 commonly known as *Astam* and allow him possession of the property. But if an outsider had advanced or loaned money with the lease as the security, he would have to institute a money suit in the Court of Law for claiming the property, which by then may have its lease cancelled under *Astam*, leading to all sorts of complications. *Astam* was the weapon that only the lessor could use and it was used frequently with great effect.

<sup>5</sup>Cossimbazar Raj Records, Murshidabad Properties. Sl. M-450, 449, 446, 447, 451, 481, 460, 452, 453, 455, 454, 456, 461, 462, 464, 463, 471, 468, 472, 469, 470, 485, 486, and 498.

period was the house and land of Radhikacharan Nandi for Rs. 450. He was the son of Bisnucharan and the grandson of Ramcharan who fought a title suit for the bifurcation of property against Raja Harinath Roy, the father-in-law of Maharani Swarnamoyee. Intemperate habits forced him to sell on 14 Jaistha, 1304.<sup>6</sup>

In Murshidabad only, Swarnamoyee acquired a total of 171 properties enhancing both the income and the extent of the zemindari. Being a woman proved to be an asset as she could fully devote her energies and attention towards the growth of the Estate. All the properties were however not added to the Estate. Quite a bit of paddy lands and orchards and a large area in Saidabad, by the side of the river, with palatial buildings built there, were in the possession of Srinath Pal and his nephew Kshetranath Pal. House property and shoprooms were also left to them. The zemindari properties were mostly added to the Estate and continued to be there till the end of the Permanent Settlement.

### *Burdwan*

The same story was repeated in a bigger way in Burdwan. Out of the 47 properties recorded in the Register, deeds of only 21 are available. Here the purchases had directly been made in the names of the nephew, grand nephew, niece and grand niece.

Purchases were started quite late in this district. The first documents were "Bynamas" all dated 30 August, 1853 (1260) giving her the collection rights of Chati-Balliapur, Talbariya-Baghanchra and Nimtala. All the properties though enlisted under Burdwan were in Manbhum district, which briefly existed as a transformation of the Junglemehals then disappearing under the various names of Birbhum, Sonthal Pargana and Manbhum. For the first ten years between 1260 to 1270 i.e. 1853 August to 1864 April the purchase of all the six properties related to zemindari. There was the purchase of mouza Patal in Chati-Balliapur and Kumarbazar in Ranigunge in Pargana Shergarh and a part of Chawk Partharkata in Panchakota or Pachete. No property was acquired between 1265 and 1274.<sup>7</sup>

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<sup>6</sup>Ibid., Sls. M-473, 474, 475, 502, 501, 503, 504, 476, 483, 478 and 484.

<sup>7</sup>Cossimbazar Raj Records, Burdwan Properties, Sls. M-99, 100, 101, 147, 121 and 222.

Therefore there will be nothing to record in the first few years of the second ten years from Baisakh, 1271 to Chaitra, 1280 i.e. 1864 April to 1874 April. Acquisition of only six properties are recorded all of which were of minor importance except the bigger part of Chawk Patharkata in Panchkote which was acquired for Rs. 600 on 21 Pous, 1274.<sup>8</sup>

The third ten years from 1281 to 1290 i.e. 1874 to 1884 April, was the most fruitful period of acquisition in Burdwan when 25 properties were purchased either by Revenue sale, Court decree or straight sale. This was also the period when maximum *benami* purchases were made. Out of the 25 properties 20 were *Lakheraj*, Bramhattor, land and tank in Bhatakul. Except the purchase of three small *jotes* no Zemindari of importance was acquired.<sup>9</sup>

The next eleven years from 1291 to 1301 i.e. 1884-85 to 1894-95 saw the acquisition of only ten properties which came to an end on 19 Magh, 1298. She did not acquire any property in the last five years of her life. The house on the Barakar river in Ranigunge purchased for Rs. 800 became a favourite place for her visit acquiring the name Rani Kuthi (the Rani's house). She sunk a well and created a beautiful garden all around. She bought another house in Kumarbazar, Ranigunge for Rs. 1550 and another in Mahalla Dhaldighi for Rs. 2550. All the others being *niskar* or *Lakheraj* lands in Bhatakul.<sup>10</sup>

#### *Calcutta, Howrah and 24-Parganas*

It is rather strange to find that Swarnamoyee did not buy many properties in Calcutta. Her major purchase was in the Mirzapur Street, Hollway lane area quite close to her house in Mirzapur, where in nine deeds she acquired 3 bighas 11 Kattas and 7½ Chattaks (though she took a patta from the Collector for paying annual rent of Re. 0-13-5½p for Bighas 3-6-6 Chattaks) for Rs. 12,789-10-15 which were bought from seven different persons. This entire property she gave away to her nephew Srinath Pal who built his house and a marble cutting factory there. The interesting part of the episode was that at the time of the death of the Maharani, Srinath in great haste took away the wrong deeds. These

<sup>8</sup>Ibid., Sls. M-229, 507, 745, 773, 752 and 753.

<sup>9</sup>Ibid., Sls. M-493, 754, 772, 755, 756, 744, 758, 771, 764, 749, 38, 770, 757, 759, 760, 746, 750, 743, 761, 751, 762, 742, 763, 748 and 774.

<sup>10</sup>Ibid., Sls. M-765, 506, 766, 747, 767, 768, 769, 499, 505 and 495.

he had to return and pray for the right deeds which were handed over to him generously by Manindrachandra, the successor to the Maharani on 15 Ashar, 1311 or 1 June, 1904.

A house was bought in 22 Sikdarpara Lane from Chandi Charan Mukherji for Rs. 10,500 on 27 April, 1875, and this was the only other property bought in Calcutta. Swarnamoyee bought Bighas 1-14-1 Ch. land with a house in Kankurgachi from Attarmani Dasi for Rs. 24,000 on 28 June, 1860 in the 24-Parganas. She also took the lease of a 10-Bigha land in Bagmari at Rs. 31-2-0 per annum on 30 December, 1872 in the same area. She extended the area of her Shalimar property by buying  $5\frac{1}{2}$  bighas of *niskar* land from Bholanath Ganguli on 22 Sraban, 1285 (August, 1879).

As the Rani spent most of her later years in Cossimbazar, the growth of the city which was developing fast remained out of her purview. Moreover, the not so pleasant associations with the city may have made her reticent towards acquiring properties there. This shyness for acquisition was totally absent when the properties in her zemindaries, particularly Baharbund in Rungpore or Habaspur and Char Dadapur in Pabna came up for her consideration.<sup>11</sup>

### *Rungpore*

It will not be wrong to say that Rani Swarnamoyee did not allow any property of importance to pass by her if it was anywhere close to her zemindary in the Baharbund, Bhitarbund and Gyabari Parganas. She used the administration of the laws of settlement as an art. The properties that she could not get hold of otherwise was taken on lease, sometimes in Darpattani if it belonged to a weak zemindar or permanently settled if the Government was the owner of the land. The buying of properties at Revenue sale was done with such dexterity that all other buyers were eliminated enabling her to acquire the property sometimes at a ridiculously low price. That is what happened to a property at Gyabari which was bought for Rs. 190 on 27 February, 1859. Lot Pora and Lot Gar Bratapur were purchased for Rs. 417 on 26 Sraban, 1268 (August, 1861). The two Parganas of Khupi and Bagda were acquired in fifteen deeds

<sup>11</sup>Cossimbazar Raj Records, Properties of Calcutta, Howrah and 24-Parganas, Sls. M-546, 171, 184, 542, 543, 544, 545, 541, 547, 538, 185, 186, 382, 572, 384, 385, 386, 390, 535 and 393.

starting from 5 Magh, 1273 (January, 1867) and going upto 10 Aghran, 1295 (November, 1888). Out of the total acquisitions of 21 properties thirteen were made in 1273 (1866-67) alone. Debipur and other properties were acquired for Rs. 7352-6-0 on 31 Chaitra, 1273. In fact four properties were bought on that day. The *Jalkar* of Kashipur and Darpattani of Sibpur and mouza Maricha Bari Narayanpur were added to the estate, increasing the extent of the property.

If one looked at the map of Rangpur, it would be evident that the whole of the eastern section lying parallel to the river Brahmaputra, right from the border of Assam in the north to the extreme south belonged to Swarnamoyee, along with the fertile islands of the great river. The two large centres were the principalities of Ulipur and Kurigram. So great was the influence of the Cossimbazar Raj that when the British Government laid the railway track they were content to lay it on the border of the Estate's area thus demarcating the western extremity of the property. This situation prevailed till Independence. Baharbund and other Parganas became virtually an independent territory under the efficient and disciplined administration of Swarnamoyee and her successors.

The two Parganas of Bagda and Khupi were beyond this boundary. Swarnamoyee carefully built up the territory. 15 of the deeds out of the total of 21 relate to these two territories only. The object was not difficult to find. It was because she wanted to leave these Parganas to her daughter Saraswati; but Saraswati died at the age of 14 and her husband instituted a suit claiming these properties. Swarnamoyee successfully defended the suit proving that the two Parganas belonged to the estate and not to her deceased daughter.<sup>12</sup>

### *Pabna and Faridpur*

Pabna was one big district which was split into Faridpur and Pabna along the river Ganges (Padma) sometime around 1892. Of the 28 deeds of these two districts 17 belong to the various areas of Habaspur which fell in Faridpur. Habaspur being one of her favoured areas, the Rani took immense pains to see that all the fertile areas belonged to her. The most important purchase of her time was Touzi No. 35 called Hatkhali for which she spent Rs. 43,500.

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<sup>12</sup>Cossimbazar Raj Records, Rangpur Properties, Sls. M-490, 504, 861, 865, 866, 864, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, and 879.

Her most successful purchases in Revenue sale also belong to this area. She bought Touzi No. 2023 for Rs. 25 on 13 November, 1878, Touzi No. 2016 for Rs. 210 on 31 March, 1881. Touzi No. 2320 was acquired for Rs. 125 on 31 March, 1881 and Touzi No. 3719 for Rs. 1215 on 20 July, 1881. On 30 August, 1883 she bought Touzi No. 2027 for Rs. 3, Touzi No. 2102 for Rs. 20 and Touzi No. 2264 for Rs. 2. Such acquisitions at seemingly ridiculous price continued. On 26 July, 1884, she bought Touzi No. 2096 for Rs. 40, Touzi No. 2224 for Rs. 115 and Touzi No. 2263 for Rs. 45, proving that none disputed her authority over the area.

Habaspur and the Faridpur zemindaries became one of the main stays of Rani Swarnamoyee, where she used to go regularly after building herself a beautiful house in Habaspur. The *prajas* were extremely loyal to her and referred to her as 'Maharani' long before the title was conferred on her. At her bidding they almost threw out the foreigners who were dealing in Indigo, which will be duly related in the 13th Chapter.<sup>13</sup>

### *Maldah*

In Maldah she was content by taking the Permanent Settlement of Mouza Chandelai in the Pargana of the same name which covered the alluvium and diluvium areas of *Char* Kasimpur on 2 November, 1869 for the annual *sudder jumma* (Government Revenue) of Rs. 143-6-0, which was known as Touzi No. 32. Now the area not being specified she extended her administration to jote Protap which was the adjacent territory in Touzi no. 30.<sup>14</sup>

### *Rajshahi*

In Rajshahi she bought on 24 June, 1882, Touzi No. 298, 299 and 300, taking Permanent Settlement of Dihi Gochha, Dihi Kumargaon and Dihi Krisnasailee Daulatpur in Astam sale (Revenue sale under Regulation 8) for Rs. 37,000. The other two purchases were insignificant in comparison. She bought a house on 27 Magh, 1295 in Boalia for the establishment of the office of the Estate paying Rs. 870 to Pramathanath

<sup>13</sup>Cossimbazar Raj Records, Pabna and Faridpur Properties, Sls. M-44, 64, 213, 217, 66, 67, 215, 196, 195, 271, 228, 286, 637, 296, 658, 657, 500, 762, And 183, 182, 190, 57, 184, 186, 189, 185, 187 and 188.

<sup>14</sup>Ibid., Maldah Properties, Sl. M-76.

Basu and Taritlata Dasi. The last deed gave  $1\frac{1}{2}$  bighas of land to Ramjiban Adhikari as a free gift on 27 Kartick, 1256.<sup>15</sup>

### *Nadia*

In Nadia the acquisitions though larger in number were of the same pattern. On 6 September, 1848 (1255) she bought in Revenue sale Pargana Rajpur, *beel* (tank) Roankhali, *beel* Katlamari and *beel* Ashruffpur for a Revenue of Rs. 281-9-0. She paid the arrears amounting to Rs. 1068-5-4. Later on 5 Aswin, 1258 she took Permanent Settlement of these areas, having done the same thing a year earlier on 19 Baisakh, 1257 in regard to Mouzas Naopara, Katuli, Baghdanga and other villages. It may be mentioned here that she had not yet received the management of the Estate from the East India Company. Therefore she was trying to establish her own zemindari in the neighbouring district to provide for her own future, if she lost in the attempt to get the administration of her husband's estates.

Except the lease of Touzi Nos. 2982 and 2983 for 30 years which Swarnamoyee acquired on 15 June, 1895, the other four properties were insignificant. She bought a house, land and jalkar in Govindanagar for Rs. 1220 in two deeds of 4 Aghran, 1254 and 8 Aghran, 1283, One Mr. Smith leased away his Pargana Rajpur on 16 Jaistha, 1265. The European zemindars who came into being towards the early part of the century, were now going away, leaving the property to the natives having proved unsuccessful in the management of the zemindary, being totally disliked by the locals. Maharani Swarnamoyee bought house property in the town of Krisnanagar for Rs. 200 on 21 Bhadra, 1284. Land was taken in Meherpur by a patta at Rs. 7-8-0 per annum for building a house for the Estate.

As Rani Swarnamoyee, herself travelled a good deal in her earlier years throughout her zemindary, the need for houses was considered by her to be one of the primary necessities of good administration.<sup>16</sup>

### *Ballia*

This jaigir in Ghazeepur remained isolated for a long time. From the

<sup>15</sup>Ibid., Rajshahi Properties, Sls. M-669, 222 and 99.

<sup>16</sup>Ibid., Nadia Properties, Sls. M-119, 120, 121, 149, 154, 383, 702 and 759.

time of the celebrated and renowned Kantababu to his great grandson the other Krisna, this property was never brought under the direct administration of the Estate. Maharaja Lokenath and his succeeding two generations were content on giving it on lease for Rs. 7000 per annum. This amount also could not be always realised. The distance from Murshidabad to Ballia in U.P. always became the insurmountable problem for the full control of the jaagir. For this remarkable lady, Rani Swarnamoyee, who regularly travelled in boat and palki to all parts of her zemindari, this was a challenge worth encountering. She built herself a house in the town of Ballia (now the local hospital), then travelled to this distant land by the same means as she went everywhere. The people there, were struck by the courage of this lady, becoming her most loyal subjects. Never again was Ballia given out on lease but remained under her direct administration which continued till the jaagir was abolished by the U.P. Government after India became Independent.

She brought her expertise in Revenue sale proceedings to increase her properties there. Ballia no longer remained an island but joined the main stream of administration. On 20 March, 1876, Swarnamoyee bought in Revenue sale the Ganeshpur zemindari for Rs. 50, Mouza Sabeya for Rs. 50, mahal Narayanpur for Rs. 20, mahal Bhagwanpur for Rs. 10, mahal Patishai for Rs. 15, mahal Tajpur for Rs. 25 and mahal Gopalpur for Rs. 25. Thus for Rs. 195 she acquired rights over a troublesome group of tenants, who in spite of their bad reputation never defaulted her payments which was about Rs. 1000 per annum. On 20 November, 1878, she bought Hatzore zemindari in Revenue sale for Rs. 11,000 in spite of the stiff opposition of the neighbouring zemindars who had been shaken out of their slumber by her since 1876. Swarnamoyee however felt that the bad feeling of the surrounding zemindars might create difficulties for her administration as she would be living 500 miles away. She therefore did not purchase any property for some time, coming back suddenly to buy the rest of Mouza Hatzore, in Revenue sale on 4 March, 1889 for Rs. 2474-6-6. which consolidated her position, She also bought in Revenue sale the zemindari of Bansdih on 29 June, 1889, for Rs. 462, for which she had to go a little further and deeper into the Muffasil.

Ballia remains a crowning achievement of Swarnamoyee particularly because no one before her dared to go to this area let alone administering it. When your biographer visited Ballia in 1952-53 just before the take



over of the property by the U. P. Government, to donate the Maharani's house to the local people for the establishment of a hospital, it took him six hours by train from the Benares Cantonment station.<sup>17</sup> The main road in Ballia which was then known as the Cossimbazar road has since been changed.

### *Brindaban and Mathura*

Rani Swarnamoyee did not become interested in the cities stated above, which had been the centre of Vaisnabism throughout the centuries, till 27 February, 1866 when she purchased Janaki Baisnabi's *kunja* (house and garden) for Rs. 3,500. In 1887 she bought a house near Brahmakunda, established a *kunja* there, then gave it away to a holy Brahmin, Tulsidas Adhikari for the price of Re. 1 only.

Her only important purchase was a house in Barsan for Rs. 1200 in a Court sale, taking advantage of a suit between Durga Prasad and Surya Das. Later she paid Surya Das a sum of Rs. 3000 to get the peaceful possession of the property. The Indenture for the property was not collected. After her death, her successor Manindrachandra Nandy found the house fully occupied and had to pay Rs. 7370 again for possession and received the Indenture on 30 September, 1914 in English.<sup>18</sup>

The discussion about properties can be drawn to a close with the remark that every acquisition of Swarnamoyee was motivated. Though the motive was different in different places at different times for different reasons. They were not acquisitions made for the sake of only increasing properties.

<sup>17</sup>Cossimbazar Raj Records, Ballia, Gazeepur Jaigir, Slis. M-79, 80, 81, 82, 83, 84, 85, 86, 540, 159 and 539.

<sup>18</sup>Cossimbazar Raj Records, Properties in Brindaban and Mathura, Slis. M-4, 7, 12, 14 and 15.

## CHAPTER XII

### GOBINDASUNDARI

The last surviving member of the direct line of Kantababu was his great-grand-daughter Gobindasundari. This tall dark girl was a chip of the old block and was capable of taking responsibilities and getting things done. Unfortunately this organising ability was practically wasted and her personality used to challenge Rani Swarnamoyee's authority in the running of the Estate. She was accused of wasting the wealth of the property. Her settlements and leases were alleged to be illegal, as she had only life interest in the property, while the sons of Gobindasundari were the ultimate owners of the property or reversioners according to the Hindu Law.

Rani Swarnamoyee was not unaware of this. She tried at first to maintain the friendly relation in the family in spite of the many strains. She wrote personal letters to both Gobindasundari and her husband Nabin Chandra Nandy. Quite a few letters are found, some of which are extremely well drafted. She asked Nabin to be her friend and guide as there was no other relation who was as capable or close as he was. To her sister-in-law, she wrote that she was a lonely woman with only a little child Saraswati, that she found little time, after attending to the matters of the Estate which was as complicated as ever, she pleaded for her love and advice. Swarnamoyee even wrote to them from Baharbund, the postmark of Rangpur can be read in the square seal. She invited them to the Durgapuja in 1851 and 1852 and also to the *Karnabhed* (piercing the lobe of the ear) function of Saraswati in October, 1852. Gobindasundari or her husband did not attend, any of these functions but sent a gold mohur by post, for the *Karnabhed*. She in her turn invited Swarnamoyee to the marriage of her eldest daughter Sarbasundari and expected that the nuptial expenses would be paid by the estate of Rani Swarnamoyee which she considered to be really the property of her father. Rajiblochan Roy, the Dewan, met Gobindasundari and explained why the Estate could not bear the expenses. He paid Rs. 1000 as the contribution of the Rani towards the marriage, which was held on 12 March, 1851. There is a bit of confusion here as it is not quite clear whether Gobindasundari accepted or refused the gift. That was when the relation between the two ladies started becoming sour.

Nabin Chandra Nandy, who had mastered the English language fairly well by then, met several solicitors and took opinion of several lawyers about the protection of the interest of his children. The Supreme Court in one of its primary findings decided that only the sons of Gobindasundari would be considered as reversioners and that the daughters had no right to succession. Graham opined that to accuse Rani Swarnamoyee of wasting the Estate would be a futile exercise in discontent which was not likely to take them much ahead in establishing either their right or their authority. In fact, he said, this would give the Rani an opportunity to show, how successful her management had been as she had been able to raise the income of the property. In the meantime Gobindasundari applied to the Supreme Court referring to the cross suit between Rani Harasundari and Rani Susharmoyee vs. Raja Krisnanath Roy in which she was allowed a monthly perpetual allowance of Rs. 250. Now she pleaded, that as she had several children, the allowance might be increased. Rani Swarnamoyee opposed this petition, pointing out that the late Raja Harinath who had provided for the allowance in his Will, did not leave any grounds for review or increase in the allowance. Moreover, the late Raja Harinath, the father of Gobindasundari envisaged that she with her family would be living in the Cossimbazar Palace in Murshidabad, where she was always welcome. The appeal was dismissed but the cost had to be paid. Having lost the suit for subsistence and higher maintenance around 1850, Gobindasundari now fell an easy prey to one Benimadhab Banerji who entered into a contract with her in which he promised to get released Rs. 6700 of the unpaid monthly remittance (at Rs. 250 p.m.), Rs. 15,000 that was promised by Raja Krisnanath to buy her a house in Calcutta and the house rent Rs. 2933-5-6½ totalling Rs. 24,633-5-6½p for *pounepanch anna* or a brokerage of Re. 0-4-3p per Rupee which was about 26% of the money. Considering that Gobindasundari authorised Benimadhab to appoint solicitors for her in the letter of 28 February, 1850 (18 Falgoon, 1256), it may be observed that she kept up the show of friendship with Rani Swarnamoyee till that time. Benimadhab appointed Paul Lyons & Bell, Attorneys on 4 June, 1850.

Gobindasundari won this suit. She got decrees from the Supreme Court on 26 April and 2 May, 1855 for Rs. 23,950 only, but her plea for the increase in her monthly allowance was turned down. She neither could get a decree on cost. Benimadhab and the solicitors therefore fell upon the unsuspecting Nabinchandra and demanded immediate payment of

their contracted amount and the bills. Nabinchandra requested them to wait till the decreed money came into his hands, but they threatened to bring a suit against Gobindasundari and also to claim damages and interest. Nabinchandra therefore took two loans of Rs. 500 each from Messrs. Alan Judge and Lingham at 12% interest and another loan of Rs. 1200 from the Bengal Bank which required the repayment of Rs. 100 per month of the principal failing which the compound interest of 12% per annum would be charged at 15% per annum. Though the money was received and receipts were granted by Nabinchandra on behalf of his wife, Gobindasundari on 29 June, 1855 for Rs. 10,000; on 18 July, 1855 for Rs. 2500; and on 14 August for Rs. 1450, total 23,950, he could not repay his loans till 3 March, 1863. In fact, it was a losing game as Benimadhab Banerji who was originally only entitled to Rs. 5330, actually took away more than Rs. 9000; similarly Paul Lyons & Bell charged for their services, which was in reality reduced to threatening their client for delayed payment to Benimadhab. They charged Rs. 4000 for their services. Nabinchandra had also engaged Allan Judge and Lingham as their Attorneys in the same suit, who in their clear and well written bill charged another Rs. 8000. Of the Rs. 23,000 only a couple of thousands were left, which was in all plausibility spent on the suit itself.

After this suit however, Gobindasundari and her husband did not have any excuse to ask for the friendship of Swarnamoyee. They therefore became the first party in another suit that was instituted against the Rani on 18 June, 1859 (5 Ashar, 1266) with Harachandra Lahiri as the second party and Rani Harasundari as the third party. The suit alleged that Rani Swarnamoyee was mismanaging the Estate, laying waste large areas detrimental to the interest of the ultimate reversioners.

The joint suit was most interesting as Rani Harasundari as the next in the line of succession to enjoy life interest in the property and the grandmother of the sons of Gobindasundari, the ultimate reversioners and Gobindasundari and her husband Nabinchandra as the parents of the reversioners were anxious to find that Rani Swarnamoyee, the defendant did not destroy the Estate by unmitigated spending, so they conjointly appointed Harachandra Lahiri, who had they claimed never lost any suit in the court of law, as their perpetual manager, to take such legal measures as to stop the defendant from laying waste the Estate. Gobindasundari further pleaded for enhancing her monthly allowance, payment of the full cost of the nuptials of her daughters as well as other

expenses of the family. They also agreed to pay Harachandra Lahiri Rs. 10,000 as his remuneration, and also pay him at the rate of Rs. 1000 per month till the sons of Gobindasundari became major. To be released from this bond it was agreed that they would pay Lahiri Rs. 2,00,000 at a time and Rs. 1,00,000 as damages. This bond was drawn up on 18 June, 1859.

Not content at this Gobindasundari sent a printed petition to John Peter Grant, the Lt. Governor of Bengal on 25 June, 1860, on behalf of Woopendra (Upendra) Chandra and Jogunn (Jogendra) Chandra, her two minor sons who were the heir apparents to the Estate of the late Raja Krisnanath Roy. Objecting to the prayer of Rani Swarnamoyee to withdraw the Company papers of more than 12 lakhs of Rupees, she informed the Lt. Governor that the previous petitions of Rani Swarnamoyee had been rejected. She also prayed that her allowance might be increased as she was now the mother of six children, 2 boys and four girls.

The memorial, a handiwork of Harachandra painted the condition of the Estate in the most lurid colours, 'Ranee Surnomoye had already wasted the Estate and the accumulated savings of its princely income so much so that the Estate is now in great danger and if she is not instantaneously called upon to render an account of her management for the last 13 years, the Estate will be entirely lost.' Gobindasundari now added another daughter to the family and claimed sustenance for the 2 boys and 5 girls.

The suit between Gobindasundari and Rani Swarnamoyee came up for hearing on 27 April, 1858. Swarnamoyee in her answer to the plaintiff not only denied the charges of bad administration, but also showed that there had been improvement in collection. Her trump card was that by fresh settlement the total demand of the Estate was already on the increase and with the coming years would improve further. The suits however were dismissed one after the other.

Gobindasundari herself expired on 11 April, 1862 (30 Chaitra, 1268), leaving eight children, 3 sons and 5 daughters of whom three of the daughters were already married. The second son Jogendrachandra died on 19 March, 1868, soon followed by Upendrachandra, the eldest on 11 August, 1872. On the death of her daughter Rani Harasundari petitioned to the Supreme Court to be appointed the guardian of her

grand children. Nabinchandra immediately opposed the petition informing the Court that all his three sons were minors, Upendra, Jogendra and Manindra born in 1848, 1856 and 1860 were 16 years, 8 years and 4 years of age respectively. Simultaneously he sponsored an application from all his children claiming the allowance given to their mother, this was turned down as according to the Hindu Law, nieces had no right as long as the nephews were alive. Nabinchandra was appointed the guardian by the Supreme Court of his three minor sons. On 9 March, he informed the Supreme Court that his eldest son had become major on 6 June, 1866 (born on 7 June, 1848) and that his second son Jogendrachandra had died on 19 March, 1868. Nabinchandra was appointed the guardian of his minor son Manindra (born on 29 May, 1860) only and was also authorised to receive the arrear payments of the allowance. The Court thus modified the order of 16 September, 1862, when Nabinchandra was the guardian of all the three sons and made him accountable only for the youngest son.

Soon however, as the order of 9 March, 1869, became known, Upendra, the eldest son developed a difference with his father, where he rightly pointed out that arrears of payment relating to the period before 1860 could not be divided and should belong entirely to him as his second brother was dead and the third, not born till May, 1860. Rani Harasundari immediately supported her eldest grandson and offered him to come and stay with her. What was a simple accounting problem became a major crisis in confidence and Upendra who was only recently married, walked out of the house alone, and went to stay with his grandmother in Jorasanko Rajbari. Upendra did not inherit any of the fiery spirit of his mother or the patient calculating mind of his father. Upendra had been a student of Hindu School and did well in his final examination. If there had not been such tremendous opposition in his home for joining the Hindu College, he would have spent his time in educating himself further. He was generally considered a book-worm and had collected quite a few books for himself. Coming to his grandmother, whose favourite he was, it was evident to him very quickly that this was not the place he was looking for the peaceful pursuit of his studies. The only person he liked was an officer of Rani Harasundari, who had been his private tutor for some time, known as Mathuranath Dutta Munshi, who was also destined to play an important part in the history of the Cossimbazar Raj. Now Upendra proposed to his father that he would agree to the granting of a power of attorney to Mathuranath Dutta, provided his father did the same for receiving

the monthly grant of the allowance. Nabinchandra had to agree. The power of attorney in favour of Mathuranath Dutta (written Mothooranath Dutt) was given on 26 April, 1869. It is found from the document that Upendra signed it in Benares, where he had already gone and was inclined to stay permanently. In the power he called himself 'resident of Benares'. The document was registered in the High Court of Judicature and the Bank of Bengal on 1 May, 1869.

The facts become rather sketchy at this point. It is not quite clear whether Upendra left home and went to Benares after the death of his first wife or whether she died sometime later in 1871 when he was living in Benares. However he returned to Calcutta in 1871, either at the news of his wife's death or for some other reason, was persuaded to marry again, which he did; having a daughter born to him in 1872 and himself dying the same year. He was followed by the eldest and the youngest brothers-in-law who were also living with the family. The same year also saw the death of Nabinchandra himself, on 4 February 1872 at the 'grand old age' of 54, leaving the 13-year old Manindra as the head of the family. At the advice of the family lawyer and friend Saradacharan Mitra, who was consulted on the occasion, the young widow of Upendra, Mokshada and Mathuranath Dutta became the joint guardians of the minor. Manindrachandra born and schooled in Calcutta, having many friends in Shyambazar, started his life of responsibility under the guidance of a guileless and simple young Hindu widow and a teacher from Majilpur (24-Parganas) who was also an accountant.

In conclusion it may be remarked that Gobindasundari was a remarkable woman in many ways. Coming from a well known and rich family in Bengal, where the tradition was to keep the daughter and her husband at home, she struck out for herself. It is true, that she never saw her father-in-law's house, but she had her house in Calcutta where she stayed on her own with her husband and children. When the joint family system was the only way of life it took courage and farsight to build up a tradition altogether different. She rented a house in Kantapukur, bearing the number 4 Kistnoram Bose's Lane, when they had to leave 37, Ramkanto Bose Street for some years. For some reason 'Nabin Chunder Nundy' appears in the owner's column in the 'Lighting Rate Bill', issued by the Municipal Commissioners of Calcutta for the assessment of the months of April, May and June in 1857. It is found that 2 percent of the annual value was charged as the tax per annum. The

house was assessed at Rs. 180, so Nabinchandra paid a tax of Re. 0-14-3 per quarter. This was their last year in this house where they had moved some time after 1845, from 37 Ramkanto Bose premises, because of the outstanding litigation over that house. They moved back in 1858 as Gobindasundari had now become the owner of the premises. The house was valued at Rs. 384-0-0 and the 2 percent tax for the months of July, August, and September, 1858, came to Rs. 1-14-6 in each quarter, being payable to the same Municipal Commissioners. Gobindasundari as long as she lived however, did not see her name mutated in the municipal bills, which was done only in the 2nd Quarter of 1868, when the annual value of the house was increased to Rs. 720-0-0 and the municipal taxation was raised to 8 percent per annum, which came to Rs. 14-6-3 each quarter, being payable to the Justices of Peace.

Gobindasundari never tried to imitate the style of living adopted by her mother and grandmother, but lived in her own modest and simple manner. As Nabinchandra came to be known as a gentle and intelligent man who made friends quite easily, similarly his wife was known as a rather hard-working, efficient and strict housewife. She had only one thing common with her brother Raja Krisnanath and that was her love for knowledge and education. She felt that all that the sacerdotal Brahmins generally said might not be true and therefore while adhering to the usual customs and festivals of the Hindus, in a limited and minimum way, saw that priority was given to acquisition of knowledge and education. Gobindasundari was not only educated herself but also held a rational view of religion. She moved away from the strict and conservative Vaisnabism and allowed her sons and daughters to worship all deities and to have no restriction about eating fish or meat. Her reading material consisted of books which were not expected to be found in the collection of a conservative young housewife with a fairly large family. Her idea about religion was both liberal and practical in conformity with those living in the city.

Gobindasundari carried on a crusade against Swarnamoyee from 1850 till 1862, the effects of which continued several years after her untimely death. The suits so thoroughly affected the children, that to them Rani Swarnamoyee became another name for evil and most of them never tried to and never did meet their illustrious aunt. For Swarnamoyee also, Gobindasundari had become such a stern judge of her activities for almost 1½ decades, that it became impossible for her to consider the children of Gobindasundari to be any thing different from their mother.



If the old letters of friendship were not found, there would have been no proof of a normal relation between them. That particularly intriguing letter to Nabinchandra in 1852 in which Rani Swarnamoyee rather resignedly describes her mother-in-law's activities against her and requests Nabin's advice how to go about, even to keep up pretences, can be considered to be a most intelligent effort in trying to get her sister-in-law and her husband to come to her aid.

By her continuous suits in the Supreme Court against Rani Swarnamoyee, by her regular demands to increase her allowance and by her frequent allegation that the Estate was being wasted, Gobindasundari served the cause of the Estate by being the ever vigilant sentry to point out the failings of Rani Swarnamoyee. Her watchfulness was beneficial to the Estate, where the slightest failing resulted in immediate bitter and scornful allegation to the highest authority in the country. She never forgot for a moment nor let others forget that the Estate belonged to her father and would be succeeded to, by her sons. She was therefore ever alert and determined to see that no part of it was the least wasted by the omissions and commissions of the 'childless widow'. Her jealous superintendence of the Estate created the urgency in the administration that can only be compared with the work of a good student under the strict surveillance of an efficient headmistress. She was for ever suspicious that something would be done to deprive her sons from their inheritance and set herself to surmount any such endeavour. If her memorial to the Lt. Governor John Peter Grant is read carefully it will be found how she had brought to light the situation in Deehee Kumargaon in Pargana Bongaon within the zemindari of Pargana Kantanagar in Rajshahi. Here by *Khas Jama*, Rs. 26,000 had been the annual collection, which was turned into a *Patnee Talook* by Rajiblochan Roy, the Dewan, for the payment of Rs. 20,000 per annum. She did not stop there but produced copies of the *Kabuliyat* which she commented was deceitfully entered into to deprive the reversioners of the Estate. She also pointed out the situations of Chak Brindabanpur, Taraf Bhadoor, Kismat Kochgeria, Kismats Ratangarh, Anantapur, Bazeetpur and Nushipur.

She bitterly complained that Rani Swarnamoyee had already alienated and fraudulently wasted the bulk of the Company's Papers of a considerable value belonging to the Estate. She quoted learned opinion of the late Sir William Hay Macnaughten from his 'Principles and Precedents of Hindoo Law, Vol. I, pages 19 to 21, which states, "In

default of sons, grandsons and great grandsons in the male line, the inheritance descends lineally no further, and the widow inherits according to Law as current in Bengal" . . . . . "She is entitled to succeed, and so far as to right of succession, the Law is clear and indisputable, but to what she succeeds is not apparent. She has not an absolute proprietary right, neither can she in strictness be called even a tenant for life; for the Law provides her successors and restricts her use of the property to very narrow limits . . . . . She cannot dispose of the smallest part, except for necessary purposes and certain objects particularly specified. It follows then, that she can be considered in no other light than as a holder in trust for certain uses; so much so, that should she make waste, they who have the reversionary interest, have clearly a right to restrain her from so doing. What constitutes waste must however be determined by the circumstances of each individual case. The Law has not defined the limits of her discretion with sufficient accuracy and it was probably never in the contemplation of the Legislator that the widow should live apart from and out of the personal controul of her husband's relations, or possess the ability to expend more than they might deem right and proper." Gobindasundari proceeded to quote from Sir Thomas Strange's Elements of Hindoo Law, Vol I, pages 155 to 159 and page 242, where the learned author had discussed the indiscriminate authority of the widow succeeding to the property of her husband and had commented that she should consider herself a little better than a tenant for life and a trustee of the property which she would have to turn over to the next heir to the property. He had strongly objected to the alienating of the property or changing its shape or size or creating a liability by any means, mortgage or otherwise. Gobindasundari demanded that on waste being proved, the widow should be removed forthwith from the management of the Estate which should be placed in some other safer hands not however depriving the widow of the means of her comfortable maintenance including the performance of religious and pious acts according to her rank and station in life and under the provisions of the Hindu Law. In conclusion she charged Rani Swarnamoyee of having wasted Rs. 70 lakhs in her 13 years' administration.

Perhaps the hyperbole of the accusation made the memorial less effective than it should have been. The specific cases quoted also involved only a few thousands of Rupees. The suit that followed proved to be ineffectual.

It is a pity that these two great ladies never got together except once when the District Magistrate Money trespassed into the Cossimbazar Rajbari and was penalised for it.

Only once again Gobindasundari helped her though indirectly. In the suit that Harachandra Lahiri instituted against Rani Swarnamoyee, both Nabinchandra and his wife were subpoenaed to appear as witnesses on behalf of the defendant. Gobindasundari appeared in the Supreme Court on 25 May, 1854 and deposed in favour of her sister-in-law which helped in proving the allegations of Harachandra as false and resulted in the suit being dismissed.

Reviewing the deeds of Gobindasundari, her independent and uncompromising spirit appears to be her foremost character. She was undaunted by adversity and was a good manager of finances. Manindrachandra's sisters who lived to advanced ages, commented that their mother had set such a modest standard in the house, that they lived in a constant manner as long as she was alive, never feeling the want of anything. It was only after her death that the family started to feel the lack of sufficient money. Gobindasundari could have perhaps lived in a different manner if she continued her friendship with Rani Swarnamoyee. There is enough material to prove that the Rani would have welcomed such a move and perhaps would have been agreeable to make monetary concessions. Gobindasundari was too straightforward a woman to succumb to any kind of arrangement. She was proud of her father and very much concerned about the future of her sons, who were the ultimate heirs to her father's property. This unique pride of her position, sets her out as a most remarkable woman. It was her effort that prevented Rani Swarnamoyee from alienating any part of her estates. She however secreted ornaments, money and property calling them *Stridhone*. She consulted lawyers and Pundits and at one time thought of adopting a son. At the end, Swarnamoyee, however enlarged her *Stridhone* and tried to leave that property to her nephew and the manager of her Estate, Srinath Pal, which also proved futile and Manindrachandra the only surviving son of Gobindasundari succeeded to these properties and the Estate.

Even after the death of Gobindasundari and Nabinchandra there was no respite for Rani Swarnamoyee. Instead of law suits, complainants fanned out to the newspapers. In letters to the editor and even in editorials several daily newspapers carried on the campaign to expose the cruelty

of the Rani towards the heir to the properties. One example will demonstrate the depth of the discontent. This item appeared in the Statesman of 20 October, 1881, presumably after an editorial had appeared supporting the heir or reversioner, entitled, 'The Heir of Cossimbazar'. It was written to the editor, 'Sir, It is solely with a view to do justice to Rai Rajib Loochun Roy Bahadur, the late Dewan to Maharanee Swarnamoyee of Cossimbazar, that I feel constrained to make a few observations regarding what has appeared in your issue of 12th instant, concerning the deceased gentleman and Baboo Manindra Chandra Nandi or his late brother and father. Manindra Baboo's father and mother had tried, though unsuccessfully, to put the Maharanee into troubles and difficulties; but the Maharanee with natural magnanimity and kindness, never thought of doing them any injury; on the contrary, she all along gave them pecuniary aid,<sup>a</sup> and has still been doing so.<sup>b</sup>

'The education of Manindra Baboo has not been neglected by the Maharanee. He was receiving a very fair education,<sup>c</sup> which he was obliged to give up owing to illness. Rai Rajib Loochun Rai Bahadoor's influence was not exercised in any improper way; he did or advised to do nothing which might create a breach between the Maharanee and the Baboo; it is simply unjust and untrue to say, he widened the breach.

'I do not believe that Manindra Baboo has been struggling with actual poverty; besides his monthly allowance of Rs. 250 he gets large sums of money now and then, and helps in many other ways from the Maharanee. B. D. M.'<sup>d</sup> To this the editor noted 'we have published so much of B. D. M's letter as simply aims of correcting our statement, but have omitted a paragraph in which he makes statements on his own part which we do not feel called upon to publish. Ed. S'\*.

And with that to the next chapter.

<sup>a</sup>The statement is false and cannot be supported by evidence.

<sup>b</sup>The monthly allowance of Rs. 250 was paid from the money kept as security in the Supreme Court by the late Raja Krisnanath Roy, through the Bengal Bank in compliance with the term of the Will of Raja Harinath Roy and the Supreme Court Decision on it.

<sup>c</sup>The Maharani never took any responsibility of Manindra's education.

<sup>d</sup>There was a strong apprehension that B. D. M. was none other than Babu Digambar Mitter.

\*This chapter has been entirely constructed from the muniments and other papers of Gobindasundari which Maharani Nilimprova, my mother, found in a trunk in one of the ground floor rooms in the *Andar* of the Sreepur Palace Cossimbazar along with some more trunks containing many interesting papers about Maharani Swarnamoyee, including the printed cross-examination in the Supreme Court in the Will suit and other important documents.

## CHAPTER XIII

### THE GRACIOUS MAHARANI 1860—1897

Rani Swarnamoyee took about five years to establish her administration perfectly. In this she had the good fortune of utilising the services of Rajiblochan Roy who was her Dewan. Every district in her zemindari was divided into several *tahsils* where a *tahsildar* with his staff was incharge of the collection. Several *naibs* were appointed over a group of *tahsildars*. If the district was a big one the *naib* looked after one district as was the case of Baharbund i.e. Rangpur. The zemindari management was headed by the Dewan who had four or five Deputy Dewans to assist him, they were called *naib-dewans*. A group of superintendents was attached to the Dewan's office with definite jurisdictions. They travelled to the areas allotted to each of them and brought back reports about how the *naib* or the *tahsildars* were working. This often led to disputes between the *naib* and the superintendent when either a senior superintendent or a *naib-dewan* was deputed to find the truth of the matter. If the case turned out to be too complicated the Dewan himself visited the area and cleared the problem. The charge of the superintendents was changed from time to time, if it was felt that the *naib* had become too friendly. The administration was disciplined and strict. A default in an officer resulted first in his transfer to another place but if he was found oppressing the subjects or has been involved with women, he was discharged forthwith.

A new group of officers was created in the law agents. These were independent local lawyers of the area where only one of them was appointed. They handled all matters of law and also gave advice to the local *naibs*. They did not get any salary but were paid a fixed retainer-fee twice each year, at the time of Durgapuja in Aswin and at the end of the year in Chaitra. All the suits of the Estate were handled by them for which they received their usual fees. They also sent an annual report directly to the Dewan. If it was felt that a certain law-agent was not doing his job properly, the agency was terminated and another lawyer was appointed in his place. It is found that the local lawyers gained in prestige at the appointment which was also lucrative, and tried to do their job diligently. Sometimes the son of a lawyer, if he became a practitioner in law, succeeded his father. Generations of such lawyers are

found to be a common factor, who became practically a part of the Estate's administration whose patronage improved their status and standing.

This was also true about the *halsanas* or *pikes* who assisted the *tahsildar* and were local people. Often in a muslim dominated locality they were muslims, which strengthened the local administration by having direct dealings with the people. The posts of the *tahsildars* and their accountants were transferable jobs, the incumbents being generally left undisturbed for a period not exceeding three years. A successful *halsana* if he so desired could rise to become a *tahsildar* which is rarely found in the records of the Estate. The accountants often became *tahsildar* and a *tahsildar* sometimes became superintendent. In exceptional cases they also became *naib* and *naib-dewan*.

In the Dewan's office all papers were regularly sent to Rani Swarnamoyee. The books of accounts were daily sent to her signed by the *Khazanchi* certifying the cash balance which was left in his custody for the seal of the proprietor. In an exceptional case of settlement a written statement signed by the head of the settlement department, the *naib-dewan* in charge, and the law officer was recommended by the Dewan, which was sent to the proprietress which either received her seal of assent or came back with a cross in the right hand top corner denoting her dissent. Rani Swarnamoyee looked into all the papers that were sent to her. In case of legal matters, a note in Bengali was attached with the translation of the relevant section of law. After the death of Rajiblochan in 1881, all recommendations had to be signed by five senior officers including the law officer and the Dewan before being sent up to the Rani, who strictly maintained her *pardanasin* (behind the screen) status throughout her life. The efficient administration of her Estate was a remarkable achievement.

Quite early in her career as an administrator Swarnamoyee realised that she had to establish a close personal touch with her subjects. With this end in view she regularly travelled to the various parts of her zemindari. Generally she travelled by boat and then from a certain point embarked into her *palki* (palanquin), which was specially made of dark wood having silver inlaying all over the body. In this black *palki* studded with silver streaks like petrified lightning with a green canopy tasselled by golden zari-work she would move through the villages, often stopping at

the intersection of roads to listen to her subjects. They presented their petitions some time in writing often verbally and listened to her reactions or questions, communicated through the maids who stood by the *palki* and always travelled with her at some distance in a different *palki*. She donated small sums of money to them for the marriage of daughters, the Sradh ceremony of the parents, the digging of a well, the repairing of a temple or the sides of a tank, through the *khazanchi*, who travelled in her entourage, communicated through the maids. The scenery could be harrowing after a flood or storm when the Dewan also accompanied the Rani. She travelled throughout the length and breadth of her zemindari. The procession was quite impressive. First went the state elephant with a drum and pennant announcing her arrival, followed by a running group of *peadas* carrying naked swords. Then came the *palkis* of the Rani and her attendants with a group of *sowars* on horseback carrying lances guarding them. The rear was brought up with the red canopied bullock carts which carried money and provisions for distribution, surrounded by sepoy with matchlocks. The Rani's visits were not only popular but created a close understanding between the zemindar and her subjects. She became their guardian and mother to whom all complaints could be made in person. Swarnamoyee took particular care to see that in the event of any natural calamity help and succour reached them at once. There is no doubt about the fact that she occupied a place of veneration in the hearts of her subjects. On such visits as described above she either returned to the boat or proceeded to the house in her zemindari, such was in Baharbund, Habaspur, Rajshahi, Boalia, Ranigunge and in other places.<sup>1</sup>

With age the Rani travelled less. Then after the long journey to Ballia and back, a total distance of over a thousand miles in North Western Frontier Province (the present U.P.) in 1876, she became very ill and was advised not to undertake any more strenuous journey.<sup>2</sup> She was then 50 years of age.

The society in Bengal was undergoing a lot of changes. Swarnamoyee's status as a woman behind the *purdah* kept her partially protected from its effects. She could not be directly approached nor involved in any of the matters happening in Calcutta. This gave her the time to pursue her generous motivations and spend her time in the improvement of her zemindari. She kept herself abreast of time by reading

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<sup>1</sup>Cossimbazar Raj Records, Administrative Papers of Maharani Swarnamoyee.

<sup>2</sup>Ibid.

the following daily and weekly papers which were all in Bengali: Samachar Chandrika, Pratikar (weekly), Dainik Samachar O Chandrika, Somprakash, Saraswat Patra, Hindu Ranjika, Education Gazette (weekly), Sambad Bhaskar, Sambad Prabhakar, Sanjibani (which is strangely in the modern newspaper format), Sambad Rasaraj, Sahachar, The Samaj (in Bengali), Sambad Sudhakar, Sulav dainik, Burdwan Sanjibani, Murshidabad Hitaishi, Rangpur Dikprakash, Sambad Sadhuranjan etc.<sup>3</sup> She took great interest in the Government publications of laws and court judgements which were published in Bengali. At the same time she read books on history, geography, science, philosophy and religion. It was a revelation of her character when the entire Bengali works of Raja Rammohan Roy is found in her private collection.<sup>4</sup> We may come back to her reading habits at the end of the chapter. The point that is made here is that this lady consciously took the fullest advantage of the *purdah* without in any way letting it to be an hindrance.

In March, 1855, Robert Wolson, zemindar of Rocoonpur in Nadia protested against the increase of Revenue in his zemindari. Knowing the methods of Government calculation of Revenue he pointed out to the Collector of Nadia, that there was a mistake in the accounting and he was entitled to a perpetual rebate of Revenue.<sup>5</sup> Swarnamoyee sent her officers to Mr. Smith who was a friend and fellow zemindar of Wolson, to learn the method of calculation. Later she took over Smith's zemindari on a lease of 21 years agreeing to pay him Rs. 1225 per annum.

Fully utilising the services of J. S. Judge, the attorney, Swarnamoyee won the suit that Harachandra Lahiri had instituted against her. Charles George Strettell, the attorney of the Rani once again stood in the witness box defending the agreement that had been drawn between the Rani and Harachandra, proving his contention with the receipts granted by Harachandra for the money he received from time to time. Judge informed the Board of Revenue that 'Upon the examination of A. C. Plowden, formerly Secretary to the Board on 30 January last before the Hon'ble Sir J. W. Colvile, in a cause Hurro Chunder Laherec Vs Rancee

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<sup>3</sup>Cossimbazer Raj Records, Books, newspapers, journals and other allied papers of Maharani Swarnamoyee (The yellow trunk)

<sup>4</sup>Ibid.

<sup>5</sup>Bengal Sudder Board of Revenue, Proceedings of 14 March, 1855, Nos. 56 and 57, Range 88, Vol. 33 (The Sudder Board of Revenue Proceedings ended on 31 March, 1855).



Surnomoyee' the latter had come out victorious.<sup>6</sup> Lahiri was ruined as the result of the suit and died soon after, all his dreams of becoming prosperous was totally shattered. It is found from the cash book of Swarnamoyee of 1300 that on 26 October, 1893/10 Kartick, she helped Asmantara Debi, the granddaughter of the late Harachandra Lahiri of Serampore with Rs. 150.<sup>7</sup>

On getting the control of the Estates, Rani Swarnamoyee started a new cash book from that date, which was:—23 Bhadra, 1254 or 7 September, 1847. The real control however was not achieved till seven years later i.e. from 1854. The Rani's life can be divided therefore into three definite periods. The first was from 1844 to 1859, that is from the time of the death of her husband, till such time when she established her undisputed right over the property of her late husband and the establishment of an efficient administration. Rajiblochan Roy, her most efficient Dewan was instrumental in organising both the zemindari and the household. The second period of her life from 1860 to 1881, when Rajiblochan died and scramble for his office demeaned the administration, can be considered to be the best period in her life. The third period of her life from 1881 to 1897 can be divided again into two divisions. The first was from 1881 to 1887 when her graciousness and the organisation created by Rajiblochan survived in spite of severe rivalry amongst his successors. The second part from 1887 to her death in 1897 was the worst part of the Maharani's life. She let her nephew Srinath Pal dominate the officers and ultimately become the 'Manager' of her Estate, the word 'Dewan' was dropped. He pushed his favourites everywhere creating problems in administration. The highhanded treatment of Srinath forced important officers to leave, who soon flocked around the reversioner or the real owner of the property, Gobindasundari's only surviving son, the boy orphaned at 12, Manindrachandra. Srinath, afraid of his own security, could not show the broadmindedness that was needed at the time, but created an artificial tension, in which in the long run, he suffered the most. Manindra did honour to Srinath by not disputing the ownership of the Mirzapur street property in Calcutta and also by marrying his beloved third daughter to Srinath's only son. Not only did he give away the estate's properties wrongly possessed by Srinath by handing him the deeds and documents

<sup>6</sup>Bengal Sudder Board of Revenue Proceedings of 28 February, 1855, Nos. 11 and 12, Range 88, Vol. 33.

<sup>7</sup>Maharani Swarnamoyee's cashbook of 1300 (1893-94).

which were transferred to his name, but also gave two collieries one to his daughter and the other to his son-in-law.

There is a tendency to dilute the importance of the women behind the purdah and to credit the man in front of it with all the good deeds. Swarnamoyee had also suffered such an eclipse from time to time from Rajiblochan, who was a very efficient man, in his own right. An analysis of the career of Swarnamoyee will show that hers was the prime motivation while her Dewan was the successful executive. To pin-point these motives the newspapers she read may be examined. She probably started reading newspapers soon after she became literate. The large bunch of Sambad Prabhakar from 5 to 21 February, 1850, tagged together and preserved lovingly, could be the series on which she made the beginning.

She had the tendency of marking news first with a cross in ink, sometimes developing the mark into various types of flowers, sometimes dotting into shapes or solidifying them into an ordinary or a flowery arrow and at least once drawing an elephant on the margin. She had a natural hand at drawing as all these doodlings would prove. The news of the widow marriage and the arguments for and against, attracted her. She subscribed both the Samachar Darpan which was staunch against widow marriage and the Rasaraj which supported it as vehemently. The education of women was next in her order of priorities. It will be found that she never missed the opportunity of establishing or supporting a school for girls. The *santal* revolt worried her quite a bit as the troubles covered large areas of her zemindari in Birbhum and Ranigunge.

Of the thousands of pages she read of the 23 newspapers from all over Bengal, she kept back certain issues in a trunk. This is the trunk which is now being used to presume the interest of the Rani by various ink-marks. She subscribed to papers published in Calcutta along with those published in Mymensingh (Charu Mihir), Dacca (Dacca Prokash), Rangpur (Rangpur Dikprakash), Rajshahi (Hindu Ranjika), Burdwan (Burdwan Sanjibani), Nadia (Samachar Sahitya, Monthly) and Murshidabad (Murshidabad Hitaishi and Pratikar).

Swarnamoyee closely followed the deposition of the Nawab of Oudh, which appeared often under the heading "Lucknow", in the early months of 1856. She tick marked the news of the resignation of General Outram as the Resident at Lucknow and the coming of the "Badshah of Lucknow".

to Calcutta which appeared in the Samachar Chandrika of 3 April, 1856. The same paper carried a spirited support against widow-marriage in the form of a letter from Rev. Krisnamohan Banerji. The "Lahore" matter also attracted her attention. She noted how the young ruler of Lahore Duleep Singh was tricked into losing his religion, his jewels and then his property, and also the reporting on the debate in the British Parliament on the annexation of Lahore (See: Samachar Chandrika of 31 March, 1856)\*. She even followed the affairs of Jhansi. How on the death of its king Gadadhar Rao, Rani Laxmibai was informed that the Governor-General would not recognise the five years old adopted son Ananta Rao as the successor to the Jhansi kingdom (See: Sambad Sadhuranjan of 22 May, 1854).

Swarnamoyee particularly noted the oppression of the Indigo merchants. She followed the partial judgements whenever a white man was involved against a native. The most hilarious being the case of the Bengali who complained of being horse-whipped by a *Shaheb* without any provocation and was fined Rs. 3 for causing blisters in the *Shaheb's* palm. There was the report of a *nilkar* (indigo merchant) killing a native in the Madandihi factory in Jessore.<sup>8</sup>

Even in the later part of her life her interest remained unabated. She followed the promulgation of the Sedition Act and read about the trial of Tilak and Kelkar for the Keshri article, while no action was taken against Gokhale, the printer of the article (See: Dainik O Samachar Chandrika of 3 and 9 August, 1897). She also read about the trial of Suren Banerji and Nagen Sen (See: Shoma Prakash of 2 August, 1897 and Sulav Dainik of 17 June, 1897).<sup>9</sup> Of course news about herself was there also.

She celebrated the end of the Santal Revot when Kanu Manjhi was caught by General Light (Samachar Darpan 20 Agrahayan, 1262) some

\*I would also refer the reader to: 1) Michael Alexander and Sushila Anand, Queen Victoria's Maharaja, Duleep Singh, 1838-93 (1980), and  
2) Lady Logan, Sir John Logan and Duleep Singh (1890).

<sup>8</sup>See: Samachar Chandrika of 17 April, 1856  
Shoma Prakash of 15 July, 1861  
Sulav Dainik of 26 February, 1894  
Murshidabad Hitaishi of 6 June, 1894  
Burdwan Sanjibani of 27 February, 1894  
Sahachar (weekly) of 7 July, 1897 etc.

<sup>9</sup>It may be noted that advertisements of the Calcutta theatres appeared in Sulav Dainik on 19 June, 1897.

time in December, 1855 and January, 1856, as also the defeat of the Russians and the capture of Sebastopol (Sambad Prabhakar, 30 October 1855). The latter news also brought the information of a new medium of communication "The Telegraph". It is not easy to explain why she a Hindu widow subscribed to *Tatva Koumudi*, a daily paper which was published in the Brahma Press and was the organ of the Adi Brahma Samaj. She also subscribed the daily, brought out by the Nababidhan Brahma Samaj called *Dharma Tatva*, both in 1897. Her subscribing of the monthly *Bamabodhini Patrika* in 1894 could have led her to find out the points of view of the two rival Brahma groups.

The consciousness about her surroundings made Swarnamoyee one of the most alert zemindars of her time. In 1860, Lord Macaulay's amendments in the Penal Code brought the Europeans under the jurisdiction of the local courts. Almost immediately Rani Swarnamoyee issued a general order to all her law agents that if any *nilkar* molested any of her subjects, particularly women, the law agent was to file a suit against the oppressor immediately and then send the full report of the case to her. Raicharan Das, her law agent in Kusthia has written in his autobiography that this enabled him to take up a current oppression and open up a murder committed in 1262 (1855-56) by the *nilkar* of Dhokrakole Kuthi, as the result of which one Mr. Stephen had to fly from the area, which brought peace to the area and ruin to the indigo factory.<sup>10</sup>

The Rani started building schools for boys and girls separately. The best feature of these schools was that they were free. Raicharan writes that he started his lessons in the Habaspur school established by the Rani. He has reported about the other schools that were there in Dhusunda, Baraichar and Kumarkhali, all established by her.<sup>11</sup> In 1869 Swarnamoyee established the Anglo-vernacular school in Ulipur, Rangpur.<sup>12</sup> Soon however Rani Swarnamoyee along with others vehemently protested against the imposition of the proposed Education Cess. Calling it a most unnecessary imposition which would be used to oppress the various people who would be affected.<sup>13</sup> It is interesting to find that there are not many petitions from the Rani to the administrators

<sup>10</sup>Raicharan Das, autobiography, Maner Katha, Anek Katha, p 87 (Bengali) Pub. Calcutta, 1384.

<sup>11</sup>Ibid.

<sup>12</sup>Bengal Revenue Consultations, Education Department, May, 1870, Nos. 4 and 5, p 2.

<sup>13</sup>Ibid., Proceedings of March, 1869, B 229

of her time after 1860. Whatever wrongs she suffered, she sought for redress in the court of law and got them

The Bengal Revenue Board recorded the receipt of a notice served by Babu Sarbanundo Majumdar, Mooktear of Maharani Swarnamoyee of Cossimbazar, in Murshidabad, intimating that the Maharani would file a suit in the Rajshahi (Sub-Judge's) court, for the recovery of possession of certain bighas of land in Mouze Krisnajibanpur, in the district of Pabna which diluviated in 1272 but reformed on its former site in 1274 and has since been in the possession of the Government as part of the resumed *char* Khanpur. The notice was acknowledged and copies were forwarded to the Collector of Pabna and the Commissioner of Rajshahi and Coochbehar.<sup>14</sup>

It is interesting to find that while many zemindars, starting from the Maharaja of Tipperah to Barodakanta Roy of Jessore were accused of oppressing their subjects, even a perfect gentleman like Raja Pramathanath Roy of Dighapatia was not spared, there was not a single complaint against the Maharani. Raja Pramathanath was cleared by the Board set up by the Government to enquire into the accusations made against certain zemindars and the indigo planters. There was a petition and enquiry against Babu Debendranath Tagore of levying an unusually high rate of interest on the ryots. There was another accusation against him, who was some times lampooned in the Hindu newspapers as 'the Pope of Calcutta', by the ryots of Mahishkhola (Nadia) of oppression. Even Raja Digambar Mitra was in trouble with the ryots in his Bakhergunge estate. In exasperation he suggested legislation to curb the frequent complaints by the ryots which was turned down by the Government.<sup>15</sup> Shoma Prakash of 27 Pous, 1287 (January, 1880) while criticising the administration of various zemindars, praised Maharani Swarnamoyee unreservedly pointing out that in spite of no oppression, the zemindari was thriving and was blessed with various welfare measures that the Maharani adopted from time to time for the good of the people.<sup>16</sup>

Maharani gave in her zemindari the first priority to education. Apart from the establishment of several schools in her zemindari, she gave

<sup>14</sup>Ibid., of 24 September, 1878, Coll. 2, Nos. 49-50.

<sup>15</sup>Ibid., see: 3/94 of 22 June, 1877; Coll. 14, No. 27 of 3 October, 1878 and Coll. 14, Nos. 80-81 of 21 November, 1878.

<sup>16</sup>Benoy Ghosh, ed. Shamayik Patre Bangler Samajchitra, Vol. IV, p. 134-138.

grants of money and paid for the tuition of deserving students. A rather truncated list of which practically only the rump is left, shows her paying Rs. 10 per month to Amtel Nahata School, Rs. 60 per month to Barahanagar Balika Bidyalaya, Rs. 20 per month to Sirajgunge Jnanadaini Minor School and Rs. 10 to Principal, Brajamohan Institution, Barisal for the tuition fees of one Bipinbehari Roy.

Her second priority was water. She dug innumerable tanks in the various parts of her zemindari, repaired old tanks and the banks of the river along with the two sides of the bridges so that it helped the people to extract water easily. She even took up the scheme of digging wells but to make the villagers feel that it was their own property and as such should be maintained properly, she only paid half the amount and realised the other half from the rest of the village collectively. The same was her attitude to planting of trees for shade in the crossing of roads or by the side of it. She carefully avoided the planting of fruit trees which might lead to unnecessary bickering amongst the villagers in regard to the ownership of the fruits. She often took up the repair of a dilapidated *Chandimandap* of some other person on condition that a school be established there. The Christian Missionaries received her unstinted support for establishing institutions for rehabilitating the women, particularly widows and destitute girls. The missionary educational schools received regular grants from the Maharani. But that did not prevent her to stand up against the oppression of a particular section of them. The case of Doorgadas Roy proves this. Doorgadas fled from the London Missionary School of Berhampore and took shelter with Mr. Hand, the Principal of Berhampore College who admitted him in the Collegiate School. The missionaries pursued the matter far and wide so that no school admitted the boy. Rani Swarnamoyee threw her weight supporting Principal Hand, which led the missionaries to quiet down.<sup>17</sup>

On 10 August, 1871 (26 Sraban, 1278, Thursday) Rani Swarnamoyee was invested with the title of "Maharani". This was a great personal honour and was unique in its kind. Her philanthropic work as well as her good administration of the Estate, was thus publicly appreciated by the Government of the time. They fully realised how imperative it was to honour the work done by her and to recognise the services rendered by her for the peace and relative prosperity of her zemindari. A few years

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<sup>17</sup>Bengal Education Proceedings, Range 432, Vol. 162, 1871.

later came further honour. On 12 March, 1875 (29 Falgoun, 1281), Friday, it was ordered that on her demise the British Government would honour her successor by the immediate investment of the title of "Maharaja". This blanket approval of a title demonstrated the position of importance that was held by Maharani Swarnamoyee in Bengal and for this she did not have to depend or lean on anybody but stood on her own, as a lady of rank and a powerful individual whose influence and control of her zemindari made her strength immense. Her charities made her a household name in every village and town of Bengal.

Swarnamoyee established friendship with Pundit Iswarchandra Vidyasagar quite early in her life when she got her husband's Will translated by Vidyasagar. She wanted to patronise his efforts for the widow marriage movement but was wisely desisted by Vidyasagar. She however fully supported him when Vidyasagar wanted to promulgate a legislation against polygamy. Since then she became his patron. Vidyasagar however was careful to address his letters to the Dewan Rajiblochan. He wrote on 4 November, 1869, 'You are aware that I have been encumbered with debts on account of the widow marriage movement, and I am clearing them by degrees. I owe somewhat heavy debts to two persons, who are unwilling to be paid off by instalments. They demand repayment of their entire amounts at a single instalment. I have no means to pay them off. I therefore ask the Maharani for a loan of 7500 rupees. If she should be pleased to lend me that amount, I will execute a hand-note agreeing to repay it in three years. . . . Unless I had been put to great inconvenience I would not have vexed you and the Maharani. I want the money in course of one month. If I am favoured with this debt (sic), there will exist no necessity of awarding the regular annual grant-in-aid. I have received many benefits from the Maharani, which are always fresh in my memory. I shall show shortly that I appreciate her merits and that I bless her always.' The Maharani gave the loan but Vidyasagar could not repay the full amount before 1882 when Rajiblochan was dead, so he wrote directly to Swarnamoyee, 'Madam, It was long since that on account of a pressing necessity of money, the late most generous Dewan Rajiblochan Roy very kindly favoured me under the permission of the Maharani, with a loan of Rs. 7500, on condition of being repaid at convenience without any interest on it.

'Words cannot express how much I was benefitted by this loan. The benefit will remain ever fresh in my memory. The Maharani is born to do

good to humanity. Undoubtedly there are plenty of wealthy persons in the country, but none of them has been able to win the sincere gratitude and heartfelt blessings of the general public.

'I was much ashamed that I could not repay the debt for a long time. I have now got an opportunity of clearing it. I beg to enclose herewith currency notes for 7500 rupees. Please accept the money and release me from the debt.'<sup>18</sup>

This was not of course the only loan that Swarnamoyee granted to Vidyasagar, because he took loans whenever he required and paid them off at his convenience.<sup>19</sup> The last was a loan of Rs. 10,000 which Vidyasagar took to establish his Sanskrit Press, the full amount of which was outstanding till a few years before Vidyasagar died in 1891. It cannot be ascertained whether he was able to repay because the Maharani never pressed for repayment and considered the loans to be donations to help out the great man in the various projects of his social reform.

She helped Vidyasagar with large sums of money when he established the Hindu Family Annuity Trust in 1872 to help out the young widows who were destitute. The Trust bought 7 Kathas of land from the Improvement Trust in Mission Row, building a three storied structure for housing the destitute widows. The marble tablet in the house reads thus: 'The Hindu Family Annuity Fund Ltd. estd. 1872. This tablet is erected in grateful appreciation of the philanthropic spirit and selfless labours of the following revered and distinguished personages in founding the Hindu Family Annuity Fund with the benevolent object of ameliorating the helpless condition of Hindu widows and orphans.' The names follow: 'The venerable Pandit Iswar Chandra Vidyasagar, Babu Nabin Chandra Sen, Dewan Bank of Bengal, Rai Shyama Charan Dey Bahadur, Assistant Controller General, Government of Bengal, Maharanee Swarnamoyee, C. I. of Cossimbazar, Ranee Sarat Sundari Devi of Putia, Kumar Girish Chandra Singh Bahadur, Paikpara Raj, Hon'ble Justice Dwarka Nath Mitra, Hon'ble Justice Sir Ramesh Chandra Mitra, Kt., Maharaja Sir Jatindra Mohan Tagore, Kt., K.C.S.I. and Dr. Mahendralal Sircar, M.D., C.I.E.'<sup>20</sup> The building however could not be started before 1927 and was completed in 1949, when a marble bust of

<sup>18</sup>Subal Chandra Mitra, *Iswar Chandra Vidyasagar*, 1902, Repub. 1975, p 506-510.

<sup>19</sup>Ibid.

<sup>20</sup>The marble tablet at the Hindu Family Annuity Fund Ltd. at 27, R. N. Mukherji Road (late Mission Row extension).



Vidyasagar was installed in the first floor looking out into the streets. The purpose was however defeated as the Trustees later added two more floors and rented the whole house for offices.

Vidyasagar often wrote to Maharani suggesting donations to well known Pundits and Sanskrit scholars whose situation had become pathetic with old age. Swarnamoyee never demurred from acting according to the suggestion of Vidyasagar. Such was the occasion when Vidyasagar wrote about the marriage of Sharmistha, the daughter of the poet Michael Madhusudan Dutt, cautioning her of not sending money which might be refused by the proud Michael. Swarnamoyee sent Michael M.S. Dutt the wedding gown for his daughter and every bit of thing that was required for the marriage. Michael was of course not to be fooled as he knew very well who had engineered such a generosity. He thanked Vidyasagar profusely for once again coming to his rescue as he had done so often whenever he was in trouble.

It is a remarkable feature of the 19th Century Bengal that Swarnamoyee and Vidyasagar though they had never met each other carried on their partnership in philanthropy with the Dewan Rajiblochan acting as the middle man. Vidyasagar's letter of 1882 is perhaps the only directly addressed communication to the Maharani. Swarnamoyee was keen on rehabilitating destitute women and wrote to the Governor of Bengal to take up a scheme, so that their condition could be ameliorated.

Bankim Chandra Chatterji, the famous novelist also recommended certain persons for grants of money when he was the Deputy Magistrate and Collector of Murshidabad district, stationed at Berhampore in 1872. It was largely through his efforts that Surendranath Banerji and Dwarnakath Ganguli received from Rani Swarnamoyee a fair amount as her donation for the Indian Association Hall and also the entire expenses of Lalmohan Ghosh, Barristar-at-Law for going to England and staying there to discuss about the political situation of the country, vis-a-vis the position of the Indian Association and coming back.<sup>21</sup>

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<sup>21</sup>(a) Sachischandra Chattopadhyaya, Bankim-Jibani (Life of Bankim) in Bengali, (b) Surendranath Banerji, A Nation in Making, (c) Gopalchandra Roy, Bankimchandra O Kaekti Aprakasita Patra (Some unpublished letters of Bankimchandra), Desh Patrika, weekly, of 11 March and 18 March 1978, (d) Rameshchandra Majumdar, Bangladesher Itihas (History of Bengal) Vol. III, p 551.

(e) Bankim's early official career :—

One of the first graduates of Presidency College in 1858,

Henry Beveridge who spent thirtyfive years with occasional absence from Bengal, in the judicial service came in touch with the Maharani in more ways than one. Annette Akroyd, who became the second Mrs. Beveridge established a school on 18 November, 1873. Keshab Chandra Sen was the moving force behind Miss Akroyd for the starting of this girls' school called "The Hindu Mahila Bidyalaya". During the formation stage Keshab Chandra Sen left the Committee but the organisation went on, supported by Monmohan Ghosh and Durga Mohan Das, a distinguished pleader. They approached Maharani Swarnamoyee, who took upon herself the responsibility of supporting the school. Many years later Henry Beveridge informed his children in London that whenever he had to go to Berhampore it was the Rani Swarnamoyee who used to send a carriage and relays of horses for the last stage of his journey which was 12 miles after Bhagirathi was crossed in a ferry boat at Azimgunge. In his letter of 1 December, 1891, he gave an amusing account of his journey, which started at Howrah at 7-30 A.M. and ended in the judge's bungalow in Berhampore at 9-30 P.M.<sup>22</sup>

By the year 1872, the benevolence of Swarnamoyee was an established fact. Kishori Chand Mitter in the Calcutta Review article of 1873 wrote, 'She was a Rachel who would not be comforted (after her husband's death). She would be a Savitri, but she gradually found solace in a career of active benevolence. Hers has been an overflowing, never ending and ever beginning benevolence.' He continues, 'But the charity of Maharani Swarnamoyee has been grandly catholic unalloyed by any unworthy motives, rising above distinctions of creed and colour, and benefitting all nationalities alike. It recognises the principle that a man as a man has a claim to the humane assistance of those who are able to afford it. The infinity of her donations attest the truth of our remarks. They are not confined to orthodox charities. Educational institutions conducted both by laymen and missionaries have largely been benefitted by her aid and countenance.' And again, 'In recognition of her numerous and munificent charities the Lord Mayo conferred upon the Rani Sarnamoyi, the title of

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Appointed Deputy Magistrate and Collector in Khulna, 11 May, 1859,  
do do do of Jessore, 1860,

Sudder Assessor and Dy. Collector of Jessore, 1862,

Dy. Magistrate & Collector at Midnapore with special duty of examining the abandoned salt lands of Hijli and adjacent areas, 1864,

Promoted from 3rd to 2nd grade on 25 November, 1870,

Dy. Magistrate and Collector of Murshidabad, 1872.

<sup>22</sup>Lord Beveridge, *India Called Them*, (1947, London), p 91-93, 337 and 403.

Maharani. The investiture took place at Kasimbazar in the presence of the Commissioner acting on behalf of the Government.'

Kishori Chand was himself present during the investiture and proceeded to describe the occasion. 'On August 20th, 1872, the Lieutenant Governor paid the Maharani a visit at Kasimbazar. The Maharani was seated behind the *parda*. His Honour and party were received by Diwan Rajiblochan Rai Bahadur, who also acted as the interpreter between His Honour and the Maharani. His Honour thanked the Maharani for her munificence; and complimented her by calling her "the best female subject of the Queen in Bengal Presidency". The Maharani disclaimed all merit and declared in all humility that her charities were dictated by her sense of duty to her fellow beings rather than by desire of fame. Kishori Chand concludes his article, 'It does not lie within our province, in these papers on the territorial aristocracy of Bengal, to pass judgement upon or to criticise in any way lives and actions of living persons; and in our remarks on the good deeds of the amiable Maharani Sarnamoyi, we have already perhaps gone somewhat beyond our *metier*. We believe however that we shall be justified in the opinions of our readers for thus bringing her prominently to their notice.'<sup>23</sup>

Mrs. Caroline H. Dall of 70 Warren Avenue, Boston, the author of the book 'The College, The Market and The Court or Woman's Relation to Education, Labor and Law' published by Lee and Shepard, Boston in 1867, wrote in her hand in front of the book, 'From the author to Her Highness Ranee Surnomoyee, with the author's best thanks for the timely aid so generously sent her from her Hindoo sister to "the ends of the earth" America—by which the Ranee materially assisted in the publication of the work sent thro' her husband Rev. C. H. Dall.'<sup>24</sup> This evidence particularly amazes the reader at the wide range of the Rani's benevolence.

Unfortunately there is no list of the books that were printed with the help of the Rani; occasionally one comes across books where her

<sup>23</sup>Calcutta Review, Vol 57, 1873, Art. V, The Territorial Aristocracy of Bengal, The Kasimbazar (Cossimbazar) Raj, p 88-100.

<sup>24</sup>C. H. Dall, The College, The Market and the Court, 1867, Lee and Shepard, Boston, U.S.A. For more information on Rev. Charles Dall see: Asoknath Mukhopadhyaya, Reform from within and the Instrumentality of Dall's Calcutta Mission: Initial phase (1855-58), Bengal Past and Present Vol. XCIX, part II, Serial No. 189, July-December, 1980, p 131-141.

benevolence have been acknowledged. Ramgopal Sanyal's *Reminiscences and Anecdotes of Great Men of India*, was one such book which was published in 1894.<sup>25</sup> The daily newspaper *Sambad Sudhakar* which was published from Hollway Lane off Mirzapur Street in Calcutta also received the patronage of the Rani. In its issue of 16 April, 1864, it devoted all its four pages in describing a visit to Cossimbazar by train and the palace and officers of Rani Swarnamoyee. In it the reporter has remarked about there being 400 *amlas* working for the Rani.

The famine of 1878 tested fully the organising ability of Maharani Swarnamoyee. It was evident to the administrators in 1878 that 'Famine was imminent in the county'. 'Famine Committees' were formed by the Government to prevent it jointly by the Government and the individuals. Under the Central Committee the District Committees were the active functionaries. In the Rangpur Famine Committee, the Maharani was represented by Harish Chandra Roy, the Superintendent of Maharani Swarnamoyee's Estates in Rangpur. T.M. Kirkwood, the joint Magistrate of Murshidabad with special duty in Famine Committee wrote in reply to question No. 11 from the Board of Revenue, 'Also in Murshidabad District, the Maharani Swarnamoyee, C.I.E. with regularity which has extended over many years, daily bestows at her family residence about half a pound of uncooked rice to about 2500 poor persons every day. There is no doubt that in this latter case the selection of the recipient might, with advantage to the employers of labour and to the recipients themselves, be more carefully made. Besides this on every *Dwadasi* or the 12th day of the dark-half of the month, the same lady distributes an allowance of one pound of uncooked rice to about 4000 persons.'<sup>26</sup>

Both the Maharajas of Burdwan and Darbhanga worked in close cooperation with the administration which improved their standing with the Government and increased their prestige. Their resources improved as they were granted large remissions of Revenue for Famine Relief. Swarnamoyee neither applied nor got any concession but her dedication to the cause of humanity received acclamation in a different form. Bankim Chandra Chatterji, the premier novelist of the time

<sup>25</sup>Ramgopal Sanyal, *Reminiscences and Anecdotes of Great Men of India*, 1894, Calcutta.

<sup>26</sup>Bengal Revenue Consultations (Proceedings) Vol. 1160, 1878 (Famine), also see Report of T. M. Kirkwood, p 31-177 and particularly p 47.

published his immortal work *Anandamath* in 1882. It was with this work that national sentiment rose to fever pitch and the song *Bandemataram* became the unofficial national song of the whole of India, till a new one was selected after Independence. Bankim Chandra sets his novel in the 18th century and describes the severe famine of 1176 (1769-70). As a Deputy Magistrate he saw the famine of 1878, with that personal knowledge and experience he could draw a vivid picture of the harrowing times, with which he began the book. Then he writes that to get food and to escape the famine condition the only places to go were Murshidabad, Cossimbazar and Calcutta.<sup>27</sup> People who read the book did not have to be told that Bankim Chandra had referred to the great service of Maharani Swarnamoyee during the famine of 1878. They already knew what the Famine Report printed 19 years later, that Maharani Swarnamoyee fed 5000 persons per day throughout the larger period of the Famine. In comparison Setabchand Nahar Bahadur of Azimgunge fed 1800 persons per day and Babu Srischandra Ghosh of Beldanga fed 400 persons per day. To this the Magistrate's Report had added the name of Raja Jogendra Narain Roy of Lalgola, who fed 150 persons per day.<sup>28</sup> The fame of Maharani as the most benevolent dispenser of charity now reached skyhigh and she came to be compared with Rani Bhawani of Nator, who lived a hundred years ago. As the direct result of her benevolence romantic stories about Rani Bhawani came into vogue and some interest was shown about her life, which was of course soon immersed in the fantastic tales of total fiction that were published. In fact Rani Bhawani could not hold a candle to Swarnamoyee. Firstly because her resources were limited and secondly because her estates were in the process of evaporation by sale to different persons, just to pay her annual Revenue. It is on record that from 1759 till the time of her death in September, 1802, Nator a premier zemindari in Bengal with an income of Rs. 62 lakhs per annum relegated to a second grade estate having an income of barely Rs. 20 lakhs per annum,<sup>29</sup> while Swarnamoyee's efficient management put the income on the ascendent. The stories only demonstrated the prejudices of certain people who were too

<sup>27</sup>Bankim Chandra Chatterji, *Anandamath* (1882), Bangiya Sahitya Parisat edition with notes (1364) p 7.

<sup>28</sup>Bengal Revenue Proceedings, Vol. No. 5168, August, 1897, Famine Report, Proceedings, p 493-494, 26 May, 1897, paragraph 21.

<sup>29</sup>Somendra Chandra Nandy, *Rani Bhawani of Nator, Bengal Past and Present*, Jan-Apr, 1972.

Do. *Life and Times of Cantoo Baboo, the Banian of Warren Hastings*, Vol. I, p 17-34, 56-70, and Appendix No. 5 and Vol. II, p 14, 18, 22-24, 29-38, 88-97, 174-184, 206-221, 306 and 378.

small minded to acknowledge any good deed that drew universal acclamation. Unfortunately much of that mentality still survives which has left many great sons and daughters of Bengal who thrived in the 18th and the 19th Centuries to remain in the dark. Even at the time of Swarnamoyee, the purpose of regenerating Rani Bhawani, none of whose deeds of charity is recorded in documents, was to make her appear smaller and second in importance. All this merely demonstrated the restricted mentality of those who were reluctant to offer Maharani Swarnamoyee the topmost position of prestige. It was male-chauvinism at its worst. How could they, fat and mustachioed moneyed men of the world, who knew English well, ate, drank, walked and *salaamed* the European administrators, thus admit defeat to this almost illiterate girl from a village, who by her single handed effort did more than all of them collected together for the relief, rehabilitation and the education of the common villager of Bengal, irrespective of their caste, or religion. Her achievements put them in shame. She ran her zemindari well, where the income rose steadily, yet she never oppressed her subjects but carried on many measures of public utility by establishing schools, digging wells, repairing embankments and helping them individually. Her popularity in her Estates was immeasurable, and in the larger and more volatile areas of her Estate like Baharbund or Habaspur, even the all powerful British Government would not enter unilaterally, without taking her permission and being accompanied by an official of her Estate. It was a far cry from those ruinous days of Raja Krisnanath in 1844, and here she was in 1878 a childless widow, being acclaimed as one of the most benevolent persons in the British Empire. And she, a woman behind the *purdah* who did not have even a photograph or a painting to identify her !

To crown her achievements Lord Lytton, the Viceroy of India, wrote her a letter on 1 January, 1878 informing Maharani Swarnamoyee that she had been invested with the highest honour that could be given to an Indian lady as she had been made a Member of the Imperial Order of the Crown of India. 'My Friend,' addressed Lord Lytton to 'Maharani Surnomoyee of Cossimbazar', 'It is with great pleasure, I have to inform you that Her Majesty the Queen and Empress of India has been graciously pleased, with the object of commemorating the assumption of Her Imperial Title of Empress of India, and to institute an Order of Distinction to be styled, The Imperial Order of the Crown of India, and to be enjoyed by the Princesses of Her Royal House and the wives and

other female relatives of the Princes of India and others whom Her Majesty may select.

'It affords me much satisfaction to announce to you that Her Majesty has conferred the decoration of this Order upon you as a mark of Her Royal favour and esteem.' It was signed "Lytton".<sup>30</sup>

This letter was followed by another of 20 June, 1878, in which Lord Lytton wrote, 'In January last I had the pleasure of informing you that Her Majesty the Queen and the Empress of India had been pleased to institute the Imperial Order of the Crown of India and to confer upon you the decoration of the said Order as a mark of Her Royal favour and esteem.

'I have now received from England the Insignia of the Order together with the Royal Notification of your appointment. They are hereby transmitted according to Her Majesty's most gracious command, for delivery to you in the Queen's name. And I take the occasion of tendering to you my cordial congratulations'.<sup>31</sup> This letter arrived in company with another from Sir Ashley Eden, the Lt. Governor of Bengal on 14 August, 1878. Sir Ashley Eden in his letter of 5 July, 1878 regretted his inability to be present in person to deliver the honour. He deputed the Commissioner of the Presidency Division to deliver them to her.<sup>32</sup> Accordingly the Commissioner of the Presidency Division delivered the insignia, the Order signed by Queen Victoria herself at Osborne and Lord Salisbury and the Persian Sanad certified to be a true copy by A. Lyall, Secretary to the Government of India, Foreign Department on 14 August, 1878 (30 Sraban, 1285, Wednesday).<sup>33</sup> To complete the investiture, the Home Department of the Government of India issued a license with reference to rule 12 of the Rules made by the Governor General in Council under the Indian Arms Act, 1878, and published in the Notification of this Department, No. 518, dated 6 March, 1879 to the Maharani Swarnamoyee to possess two small cannons for saluting purposes. The license was dated 11 February, 1884.<sup>34</sup>

<sup>30</sup>Cossimbazar Raj Records. Letter of Lord Lytton, the Viceroy and Governor-General of India to Maharani Swarnamoyee dated 1st January, 1878.

<sup>31</sup>Cossimbazar Raj Records. Letter of Lord Lytton to Maharani Swarnamoyee dated 20 June, 1878.

<sup>32</sup>Cossimbazar Raj Records. Letter of Sir Ashley Eden, Lt. Governor of Bengal to Maharani Swarnamoyee, dated 5 July, 1878.

<sup>33</sup>Ibid., The wooden box with wheels, package No. 4.

<sup>34</sup>Ibid.

Apart from being of a charitable disposition, Swarnamoyee attracted the notice of the administrators when she undertook single handed to establish a water works in Berhampore, which she succeeded in doing, spending over Rupees Three Lakhs for the endeavour. Her contribution for the Famine Relief was considered to be more than Rs. 1,50,000 by S. B. Peacock, the Commissioner of the Presidency Division, who presented the various materials of investiture to Swarnamoyee. He also tried to list her various charities which was neither complete nor extensive. Therefore an attempt is being made to list her known charities from available figures.

1853	Berhampore College	Rs.	4,000·00
1863	Do.	,,	2,500·00
1870	Khagra Boys School	,,	5,000·00
1871	Berhampore Mahakali Pathsala (for girls)	,,	1,000·00
1871-72	Sailors' Home in Chittagong	,,	3,000·00
	High School, Midnapore	,,	1,000·00
	Chandni Charitable Hospital, Calcutta	,,	1,000·00
	De-silting Bhairab Nad (river) in Jessore	,,	1,000·00
	Small charities in Murshidabad	,,	1,000·00
1872-73	Calcutta Bethune School	,,	1,500·00
	Bogra Institution	,,	500·00
	Native Hospital, Calcutta	,,	8,000·00
	Do for Malaria Patients only	,,	1,500·00
	For road construction in Berhamgunge	,,	1,000·00
1873-75	Famine relief measures in Murshidabad, Nadia, Burdwan, Dinajpur, Bogra, Pabna and 24-Parganas	,,	1,10,000·00
	Berhampore College	,,	3,000·00
	Rajshahi Madrasa	,,	5,000·00
	Cuttack College	,,	2,000·00
	Garro Hill Development	,,	500·00
1875-77	Miss Millman's Girls' School	,,	10,000·00
	Aligarh College	,,	1,000·00
	Rungpur High School	,,	4,000·00
	Zoological Gardens, Calcutta	,,	14,000·00
	Famine Relief Society, Calcutta	,,	8,000·00
	For the Cyclone victims of Bakhergunge	,,	3,000·00
	For Cyclone relief measures in her zemindari	,,	42,000·00
	Distribution of Shawls to Pundits	,,	11,200·00



1878	Jangipur Dispensary, Murshidabad	Rs.	500·00
	Madras Famine Relief Fund	,,	1,000·00
	Temple Native Asylum	,,	1,000·00
	Howrah Dispensary	,,	500·00
	Oriental Seminari	,,	3,000·00
	To victims of fire in Bankura and Nabadwip	,,	1,000·00
	District Charitable Society	,,	500·00
	Macdonald's Indian Association	,,	1,000·00
	Donations for famine relief and other associated matters in Rungpur and Murshidabad	,,	2,00,000·00
1879	Paid off the debts of the late Ramanath Kabiraj	,,	1,000·00
	For Hindu Hostel Building, Calcutta	,,	4,000·00
	Princess Alice Memorial	,,	2,000·00
	To Dr. T. E. Charles, M. D. for the building of the floor of his hospital	,,	2,000·00
1880	Irish Famine Relief Fund	,,	10,000·00
	Patriotic Fund	,,	5,000·00
1881	American Famine Relief Fund	Rs.	10,000·00
	For the building of St. James School	,,	500·00
	Sanskrit College	,,	8,050·00
	(For scholarship to those who will stand first in the eight principal subjects taught)		
	General Assembly College	,,	600·00
	(For one year's scholarship for the student getting the highest total marks)		
1882	To the sister of Rev. Darellt	,,	500·00
	To B. A. Malabari for translating Mr. Heber's speeches regarding Maxmuller into various Indian languages	,,	1,000·00
	Eden Memorial Fund	,,	500·00
	Indian Association	,,	2,000·00
	For the higher education of Indian women	,,	3,000·00
1883	Simla Ripon Hospital	,,	2,000·00
	Howrah Town Hall Building Fund	,,	1,000·00
	Bengal Tenancy Bill Amendment Fund (Opposition)	,,	2,500·00
	Hooghly Municipality	,,	500·00
1884	Indian Association Fund	,,	1,000·00
	Women's Hostel in Calcutta Medical College	,,	1,50,000·00

	Bengal Tenancy Bill Fund (Opposition)	,,	500·00
	To Mahatma Lalmohun Ghosh	,,	1,000·00
	To Dufferin Fund	,,	8,000·00
	For building houses for leper Hindu women	,,	8,000·00
1885	For London Exhibition for keeping the purdah of the ladies	,,	3,000·00
1886	Boader (?) School	,,	500·00
	Keshab Academy	,,	500·00
	Lord U. Brown Memorial Fund	,,	500·00
1887	London Imperial Jubilee Institution	,,	5,000·00
	Calcutta Medical Institution	,,	500·00
	For establishment of a Technical School in Murshidabad	,,	20,000·00
	Ardlets (?) Dufferin Fund	,,	770·00
	Bali Ripon Hall	,,	1,000·00
1888	Dufferin Memorial Fund	,,	3,000·00
	Lowis Jubilee Sanatorium, Darjeeling	,,	8,000·00
	Keshab Academy	,,	500·00
	For printing various books	,,	3,000·00
	Misc. charities of the usual nature	,,	2,00,000·00
1889	Oxford Indian Institution	,,	2,000·00
Total			Rs. 9,30,120·00

The list given above is tentative and not exhaustive. Even within the period there are many known gifts which could not be put on the list. For example, the 30 bighas of land for the establishment of Krisnagar College in Nadia was donated by the Maharani in 1851 and the entire land of the Bengal Engineering College was donated by Swarnamoyee out of her property called Shalimar in Sibpur, Howrah in 1881. The dates in the list presented above require to be checked also for minor adjustments. For example, the Maharani made a passionate plea for the admission of female students in the Medical College in 1884. F. E. Pargiter, officiating under secretary to the Government of Bengal wrote to the Director of Public Education on 20 March, 1885, 'I am directed to acknowledge the receipt of your letter 1109 dated 25th February, submitting, with reference to the Government Resolution, dated 30th December, 1884, regarding Maharani Surnamoyee's proposed hostel for native female medical students in Bengal, a scheme for the establishment at Calcutta Medical College of two special classes—one, which will be a

new class, for those native ladies who have passed the Entrance Examination and know English, and the other, which will be joined with the midwifery class at the Eden Hospital, for those who know Bengali; the tuition in both the classes to be free.'

'The Lieutenant-Governor, while allowing that it may be as well that the principle of free tuition should obtain at the starting of the classes, cannot at this stage agree that the indulgence should always be granted. He therefore sanctions the proposed scheme, subject to revision and reconsideration of the point of free tuition after an experiment of three years. I am to request that at the end of that period a report on it may be submitted to the Government.' On 30 April, 1885, the Accountant General, Bengal, informed that the sum of Rs. 1,50,000 paid by Maharani Swarnamoyee of Cossimbazar into the Murshidabad Treasury, as her contribution towards the construction of a Hostel in Calcutta, for the accommodation of female medical students, should be credited to the Public Works Department.<sup>35</sup>

She was fully behind the movement in requesting Lady Dufferin to establish a hospital for ladies only. Swarnamoyee pleaded that until women of this country could become full fledged doctors to look after their native sisters during their childbirth, no amount of trained European lady doctors brought from abroad could solve the problem and this could be easily done by the establishment of a Hospital where the ladies could be taught and trained.<sup>36</sup> Unfortunately Swarnamoyee did not live to see the opening of the Lady Dufferin Victoria Hospital for women in Amherst Street in 1898. A ward bears her name and gratefully remembers the service rendered by her in its establishment.

The world around her was changing very fast. The Government was desperately trying to modify and amend the laws to be abreast of time and to face the new situation. There was a serious discussion regarding the fact that what should be done if a mine was situated in the zemindar's land. They recorded that according to the Mohammedan Law, the property belonged to the zemindar. It was so according to the English Law also, provided the material was not gold or silver, then it belonged to the sovereign, but the Mahammedan Law provided that the sovereign

<sup>35</sup>Bengal General Proceedings, Vol. 2477 for the year 1885 (Also see: Bengal Education Proceedings of 1885, Vol. 2477), Admission of Female Students to Medical College, p 27, File 17/8, No. 160; and B. p. 20, file 17/13-14.

<sup>36</sup>Cossimbazar Raj Records; The printed letter to Lady Dufferin without date.

was only entitled to a fifth of the produce of the mines discovered in *Kheeraj* lands, which was distinct from the *Kheeraj* or land tax and according to the same law, separate Treasuries were required to be established for the reception of the different branches of Revenue. Ayeen-i-Akbari said, "the quit rent is called Mal, the taxes on manufacture Jehat and all other imports, one in general, named Syerjehat."

There were coal mines working in Pachet granted by the Raja of Ramgarh to Luctonius Grant Heatly jointly with Messrs. J. Sumner and Redfearn, sometime between 1773-1776. In December, 1777 he found, 'quantity of coal and the produce of the collieries amounted to 2000 maunds, were delivered to the Company's Military stores. W. Jones established collieries in Pargana Shergarh in 1816. The Government ultimately decided that they could not claim any additional Revenue for the working of the coal mines.<sup>37</sup> This decision had to be changed twenty years later when comprehensive legislation was made for the working of the coal mines.<sup>38</sup> Even in 1896 all the native coal mines properties were in Bengal. There were Kumar Daskhineswar Malia of Searsole, Bunwarilal Mukherji of Barakar colliery, Ambikacharan Laik of Laik Coal Company. Bunwarilal Sarkar represented R. B. Chatterji and Haripada Mukherjea; Sashi Bhusan Banerjea on behalf of Jadoogopal Chatterji; Bholanath Mullick on behalf of Dutt Company; Sarodaprosad Banerjea on behalf of Ghusick Colliery; Sashi Bhusan Mitra on behalf of Burdwan Coal Company and Manindra Chandra Roy, Proprietor Mautdihi Colliery.<sup>39</sup> The Maharani was not aware of the fact that she was sitting over the best and most extensive coal field in Bengal. But she was jerked into attention by the news that the young reversioner to the Estate, Manindra Chandra Nandy was going to enter into a contract with the Bengal Nagpur Coal Company Limited giving them the right of extracting coal over an area of 797 Bighas and 7 Cottahs for 20 years at an annual royalty of Rs. 700, in Magh, 1297 (January 1890). They also agreed to pay as premium Rs. 4000. The main clause of the deed however was that the Company would be allowed to possess the property only on the demise of Maharani Swarnamoyee.<sup>40</sup> Maharani immediately threatened the Company of

<sup>37</sup>Indian Revenue Consultations, Range 193, Vol. 46, Proceedings of 16 May, 1861, No. 40, p 316-322.

<sup>38</sup>Bengal Revenue Consultations, Vol. 1489 of 1880.

<sup>39</sup>Bengal General Proceedings, Vol. 4936, November-December, 1896, pp 226-229, and 298-361.

<sup>40</sup>Cossimbazar Raj Records, Draft Indenture between Babu Manindra Chandra Nandy and the Bengal Nagpur Coal Company Ltd.

taking action in the court of law to redress her grievances, which took the wind away from the Company's sail. Even after this incident the Maharani did not realise the full potential of the coal business and never became interested in leasing out the underground rights. She was content, having established a well organised administration and therefore never looked beyond her zemindari.

The tea industry was also raising its head. In 1863 the Indian teas had such exotic names as, Imperial Gunpowder, Young Hyson, Fine Souchong, Hyson Skin, Bohea etc.<sup>41</sup> But in the list of industries of 1895, there was no trace of tea. The train lines were being laid and to go to Cossimbazar, the Calcutta-Nalhati-Azingunge line took about 16 hours. The distance from the Azingunge station to Cossimbazar was generally covered by boat, horses, elephants, carriages, palaquins etc. It was no longer easy to go by boat alone and sail to the once famous port, in fact the river was dead and the riverine traffic was declining fast. In 1895 most of the prevalent industries were situated in Bengal. There is however no mention of any industry in Murshidabad.

Burdwan:— Indigo, pottery, ironware, brass and bell metal ware, cutlery. cotton, cloth, silk cloth, paper, aerated water and ice and the coal mines.

Birbhum:— Silk and lac.

Bankura:— Indigo and shell-lac.

Midnapore:— Silk and indigo.

Hooghly:— Brass, brass and bell metal, tasar and silk cloth, silk filatures, rope, cotton weaving, cotton cloth, *rangina* cloth, gunny bags and cloth. There were four jute mills called Champadany, Hastings, Wellington and Victoria.

Howrah:— There were three cotton mills called Bowreah, Ramdayal and Victoria. There were four jute Mills called Fort Gloster, Central, Sibpur and Ganges; there were also the Bally Paper Mills, Burn & Company iron works; two foundries called Albion and Howrah; two rope works named Shalimar and Ghosery and John King & Co.<sup>42</sup>

<sup>41</sup>Indian Revenue Consultations, Range 193, Vol. 48, January-December, 1863.

<sup>42</sup>Bengal General Proceedings, Vol. 4727, September to December, 1895 (there are some lovely maps of train line laying in this and some of the previous volumes).

The death of the efficient Dewan Rai Rajiblochan Roy Bahadur in September, 1881 was a great catastrophe for the Maharani. She paid Rs. 7000 to Baikuntha Nath Sen and Gokulnath Guha, the executors of his Will, for performing the *Adyasradh* on 27 Aswin, 1288 (12 October, 1881). Shyamadas Roy (Nashu Babu), the nephew of Rajiblochan was appointed as acting Dewan. He had to make way for Tariniprasad Roy, an old and experienced officer who rose through the ranks of the zemindari officers. Soon however an axis was formed between Srinath Pal, the nephew of the Maharani and the law officer Baikuntha Nath Sen as a result of which a managing council was formed on the death of Tariniprasad in 1887, Srinath Pal became the "Manager" of the Estate and the office of the "Dewan" lapsed into oblivion. The system of every proposal being signed by five senior officers including the law officer came into vogue on the death of Rajiblochan. These recommendations went under the heading of "*Abhipray*" (wish). Even as early as 1883, the law officer, Baikuntha Nath Sen came into prominence with his note of dissent. In 1884 he was sent to Baharbund to enquire into certain allegations against the Naib himself. He wrote such a scorching report on 5 June, 1884, against Harischandra Ghosh, that the poor fellow lost his job. Maharani never tolerated if any of her officers in any way molested a woman, who was under his control or obligation. Rumour of course credited the discharge of Harischandra, who was slated to be the Dewan after Tariniprasad, to a conspiracy hatched against him to put Srinath Pal into that office. Soon however the friends parted company. Baikuntha complained against Srinath, the Manager, in 1893, when he depicted him as a person of vanity, who was ruining the Estate by inefficiency. It is not even known whether the letter reached the Maharani. Baikuntha resigned his office and took up his legal profession seriously. He soon befriended himself with the heir-apparent and reversioner Manindrachandra, becoming one of his chief advisers and friend. Srinath however devised a novel way to entertain his aunt. He arranged for the professional theatre of Calcutta to come to Cossimbazar and perform for the Maharani. Bunches of programmes of these performances, with the name and dates of the plays have been found in the most private boxes, proving how much Swarnamoyee liked these plays. Of the programmes that are intact it is found that the Star Theatre of Calcutta under its manager Amritlal Basu performed several plays, of which only the last two Annadamangal Opera and Nal-Damayanti bear the date of 28 Baisakh, 1303 (May, 1896).<sup>43</sup>

<sup>43</sup>Cossimbazar Raj Records, Swadeshi Trunk No. 19 and 20 and wooden box with wheels No. 11.

Maharani Swarnamoyee was lonely and unhappy in the last few years of her life. She not only lost her daughters but her grand-daughters as well. Her son-in-law Brajanath De claimed the property bought in Rangpur in the name of his wife Saraswati and demanded the ornaments of his daughter Karunamoyee, both of whom were then dead. Swarnamoyee fought a bitter suit for several years when a compromise was arrived at the court of the sub-judge in Rangpur District on 25 September, 1886. Dwarkanath Mitra, the sub-judge adjudged that as Brajanath De had agreed to take Rs. 15,000 and had given a *nadabinama* (a deed of relinquishment) the suit might be dismissed. Brajanath was of course not content. Though he was already married again to the only daughter of a rich farmer and had children by this marriage, he wanted to extract more money from his former mother-in-law and soon discovered that there were certain jotes in the name of his dead daughter, Karunamoyee. He instituted a suit against the Maharani claiming the property. Before the suit came to a conclusion Brajanath died in an accident and others did not consider it prudent to continue the suit against the Maharani.<sup>44</sup>

Nothing however daunted this remarkable woman in pursuing measures for the public good. She wrote to the District Magistrate that she was ready to pay a sum of Rs. 20,000 if the Government was agreeable to establish a technical school in the Murshidabad district. The Resolution on the Maharani's proposal of establishment of a Technical school on the occasion of the Golden Jubilee of Queen Victoria was published in the Calcutta Gazette of 9 September, 1887. She paid Rs. 200 to the National Magazine, then proceeded to help in the restoration of the Church of our Blessed Lady of Dolours in Bytakkhannah. The vicar of the church, the very Reverend F. D' Assis later printed the list of donors in which she was the only Hindu lady.

Saraswat Patra reporting on the progress of the Berhampore Water Works, on 7 June, 1897 (23 Jaistha, 1304) informed that the Maharani had already paid Rs. 2½ lakhs on the project. It was expected that with another Rs. 50,000 the work would be completed.<sup>45</sup>

The Bengal Revenue Proceedings record three of her deeds in 1889.

<sup>44</sup>Ibid. Swadeshi Trunk, No. 27.

<sup>45</sup>Cossimbazar Raj Records, Swadeshi Trunk, Nos. 28, 29, 30 and 33.

(1) Submitting to the Government of India, a copy of the letter from Maharani Swarnamoyee of Cossimbazar acknowledging receipt of a medal struck by the Corporation of the City of London in connection with the colonial and Indian Exhibition and presented to her by that body and requesting that the thanks of the Maharani might be conveyed to the Corporation.<sup>46</sup>

(2) Sanctioning the proposal of the Commissioner of Orissa Division that the donation of Rs. 1000 made by Maharani Surnomoyee M.O.I.C.I. of Cossimbazar, for the relief of the distressed in Orissa, may be kept in deposit for the present, for future contingencies and requesting that the Lt. Governor's thanks may be conveyed to the Maharani for her benevolence.<sup>47</sup>

(3) Communicating to the Government of India, the action taken to recognise the liberality of Maharani Surnomoyee, who contributed Rs. 3000 towards the construction of the screen sent from Bengal to the London Exhibition of 1886.<sup>48</sup>

The Maharani acceded to the request of presentation of jewellery to the Indian Museum. The set she gave was high in workmanship having various precious stones set on gold on one side while the opposite side was as glamorous with Benares *mina*-work. The ornaments consisting of a broad necklace, two armlets and two wristlets, a ring and two ear rings belonged to the early nineteenth century and were produced in Benares. The value was put originally in the Indian Museum Records as Rs. 15,000 (I am not going to relate how these were lost after 1962).

Even in 1893 the Maharani was as indomitable as ever. The Public Works Department of the Bengal Government forwarded a copy of their letter to the Commissioner of Burdwan Division requesting him to convey the Lt. Governor's thanks to the Maharani Surnamoyee for making a free gift of a piece of land for constructing the Howrah Foreshore Road.<sup>49</sup> Another road still bears her name and is known as the Swarnamoyee

<sup>46</sup>Bengal Revenue Proceedings, Vol. No. 3413, January to June, 1889, Collection 6, Nos. 1 and 2 of 12 January, 1889, Head No. 4, Exhibitions, Museums and Fairs, Branch Misc., F Revenue Department.

<sup>47</sup>Ibid., Collection 7, Nos. 7-9, 28 January, 1889, Head: Famine, Bengal Revenue Department.

<sup>48</sup>Ibid., Collection 5, Nos. 16-25, 15 April, 1889.

<sup>49</sup>Ibid., Vol. 4330, January-April, 1893.



Road. Therefore Howrah can be considered to have received most of her patronage outside Berhampore starting from the Town Hall, B. E. College to the Foreshore Road.

Famine Relief became a routine work to the Maharani and in 1897 it is found that the Lt. Governor is thanking her for her liberality in helping famine relief in Rangpur, Murshidabad and Burdwan.<sup>50</sup>

The administration of the Government was getting more complicated towards the end of the nineteenth century. The Copyright Bill was introduced in December, 1885, which was followed by a list of the current English language newspapers published daily, which were :— The Englishman, Indian Mirror, Statesman, Pioneer, Times of India, Darjeeling News, Amrita Bazar Patrika, Hindu Patriot, Behar Herald, Bengalee, East, Anglo-Indian, Bengal Times, Indian Daily News and Urdu Guide.<sup>51</sup>

Mrs. Monomohini Wheeler (mother of Principal Edward Montague Wheeler and the youngest daughter of Rev. Krisna Mohan Banerji) became the Inspectress of Schools. She reported that out of 3024 pupils reading in the zenanas and schools for infants in Calcutta, Hooghly and 24-Parganas, 1192 were infants and were not presented for examinations. Of the 1832 who appeared for examinations, 64 passed by the lower primary and 39 by the upper primary standards, another 64 by the middle and only three by the upper standard.<sup>52</sup>

Though a site for the establishment of a college was provided in the master plan of the Berhampore cantonment as early as 1804, no college came up till another half a century had elapsed. The Calcutta University Calendar of 1908 mentions about the foundation of a British College at Berhampore in 1826. O'Malley's District Gazetter of Murshidabad of 1914 also corroborated the statement. These were probably intentions which did not come into effect. Fresh discussion in the matter started in 1850 when Babu Pulin Behari Sen and Pundit Madanmohan

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<sup>50</sup>Bengal Revenue Proceedings, Vol. 5167, July, 1897, Proceedings 298-300 of 22 July, 1897; and Vol. 5168, August, 1897, Proceedings 493-494 of 26 May, 1897, Famine Report (paragraph 21).

<sup>51</sup>Bengal General Proceedings, Vol. 2476, 1885.

<sup>52</sup>Ibid., Vol. 2477, March, 1885, File 34, Nos. 5. She established personal friendship with the Maharani and kept it up with her successor who was also much interested in education. She personally examined the school going boys and girls of the house and regularly enquired about the progress of the ladies for whom special arrangement for education was made.

Tarkalankar submitted a report about the suitability of establishing a college (along with a school) in Berhampore cantonment and not in the town of Murshidabad. Accordingly the Berhampore College was started on 1 November, 1853. N. Gordon Young, the Under Secretary to the Government of Bengal issued the letter of appointment to A. S. Harrison of Krishnagar College on 26 October, 1853, who became the first Principal of the College. The College started with 117 boys and the Government of India granted Rs. 20,000 per annum. The local gentry promised to raise Rs. 29,000 for the College. The total amount raised came to Rs. 29,086, to which another Rs. 84 was added when 84 ryots of the Rokunpur Estate came forward to donate a Rupee each <sup>53</sup>

Swarnamoyee topped the list of donors with her contribution of Rs. 4000. Since then she generally kept away from the college except donating money from time to time either for purchasing gold medals for prizes or supporting several students by paying their tuition fees fully. By 1872 the college was facing financial trouble. Sir George Campbell during his visit to Berhampore in August declared that the Government was ready to pay an additional amount of Rs. 6000 provided the same amount was raised locally. Only seven donors were capable of raising Rs. 7152 of which Maharani Swarnamoyee contributed Rs. 3000. By the next year a total amount of Rs. 8152 was raised. It was the earnest request of the people that with the total amount of Rs. 14,152 (Rs. 8152+Rs. Rs. 6000) a hostel might be built for the students. Accordingly in 1874-75 a students' hostel was planned for Berhampore College. The plans were ready and the money was already in the hands of the administrators. The Principal reported that in the crippled state of the college, the hostel could not be expected to be self-supporting and would need the constant support of the Government. The plans were shelved. The money was utilised to create a Building Fund and was invested in Government Papers bearing 4 percent interest.<sup>54</sup>

Baikuntha Nath Sen was one of the first students of this College who joined the services of Maharani Swarnamoyee rising to become her law

<sup>53</sup>Bengal Public Consultations, Range 14, Vol. 34 (Offshoot of Bengal Education Consultation) of 17 November 1853 and Bengal Educational Consultation, Range 15, Vol. 58 of 10 November, 1853 and Krishnath College Centenary Commemoration Volume 1853-1953 (Calcutta 1954), Preface, page 1-46 and the Appendix p 106-107.

<sup>54</sup>Krishnath College Centenary Volume, p 47-55 and Bengal Educational Proceedings, Vol. 165 of 1874-75.

officer in 1882. He writes, 'After securing the senior scholarship I took my admission in the Presidency College from where I graduated in 1863 and took my Degree in Law in 1864 winning the University Gold Medal'. He continues, 'In 1887 the institution ceased to be a Government one and our illustrious Maharani Swarnamoyee M.I.O.C.I., undertook to maintain the college. The administration and financial control of the college was made over to Maharani Swarnamoyee, C. I. and a Board of Trustees, vested with necessary powers, was created for managing the institution.' Baikuntha Nath Sen was nominated by the Maharani to represent her in the Board of Trustees. Berhampore College had fallen a particular victim of the Government's retrograde policy, which refused to continue an educational institution if it did not earn any profit. The fifteen years from 1872 to 1887 were perhaps the darkest period in the history of the institution. Several factors were responsible for its decline and decay. The institution was not in the good books of the authority. The abolition of the B.A. classes and its consequent degradation to the position of a second grade college practically reduced its status to the high school level, affected its prestige and popularity. There were only four feeder institutions in the district and the establishment of the Rajshahi College stopped the flow of students from North Bengal. The opening of the railway made Calcutta easily accessible. Both the Krishnagar and Rajshahi colleges were of first grade, in comparison the second grade Berhampore College suffered very much. C. H. Tawny, the officiating Director of Public Instruction in 1885 recommended, 'the total abolition of Berhampore College as it is very expensive and utterly useless.'

The first major interest of the Maharani is recorded when she donated Rs. 15,000 in 1883 calling it in the name of her late Dewan, Rajiblochan scholarship fund. On 3 November, 1886 she offered to help the college in a larger way by contributing Rs. 1000 per month for the next five years. She wrote, 'Having given the subject my anxious attention, I beg humbly to propose that a further trial of five years be given to the institution; and in order to relieve the State of the expenses it had to bear for the maintenance of the institution, I beg respectfully to offer, and I am willing to pay for the said period, rupees twelve thousand per annum, and to place the same at the disposal of the Government through the Trustees to be appointed for the purpose. 'She was not going to see that her money went down the drain and if the Government was oblivious of the ills that was killing the college and wanted to get out of the responsibility of running it, she was not. If she had to take over the

responsibility it would have to be on her terms. She laid down the four conditions precisely.

(a) That the whole teaching staff should be changed and the aforesaid Trustees be permitted to appoint the staff on such terms as to them may appear proper.

(b) That the District Judge, the District Magistrate, my legal adviser and the present Chairman of the Berhampore Municipality Babu Baikuntha Nath Sen, B.L., the Secretary to the District Education Committee, members of my managing council Baboos Srinath Pal, B.L. and Shyamadas Roy, be appointed Trustees and be authorised to receive the money and to place the same at the disposal of the Berhampore College with the Collegiate School, and the management of the institution be vested in them.

(c) That the management of the hostel in connection with the Berhampore College be also given to the aforesaid Trustees.

(d) That should, after the expiration of the fourth year of the said term of five years, it be found that the college has improved, and that the benefits conferred by it are enjoyed by a, comparatively speaking, large number of boys of different districts; in short, if the college becomes attractive and the management necessarily less costly, it would be my endeavour to take further steps in furtherance of the college, though I do not bind myself by my pledge to do so. It should be clearly understood that I do not make any promise to create an endowed fund after the said term of five years; the matter would be left entirely to my discretion.'

It is easy to see the mind of Maharani Swarnamoyee and the hand of Baikuntha Nath Sen, who was then a member of the Managing Council of the Maharani besides being the Chairman of the Berhampore Municipality.

The Government of course had no alternative but to accept her conditions. They however requested the modification of the terms so that all appointments of college staff drawing more than Rs. 100 per month should have the approval of the Director of Public Instruction and suggested the inclusion of the Inspector of Schools, Presidency Division instead of the Secretary of the Education Committee which had been superseded.

The Maharani in her second letter of 17 November, 1886 replied that she had no objection to the proposed modifications and emphatically expressed her desire to manage the institution from her own resources. She wrote, "By the proposals and offer made by me for the maintenance of the institution for five years, it was not contemplated that the Government.....should continue to give any monthly or yearly grant for the support of the institution.....I am under the belief that the college and the school can with efficiency be managed with the money I have proposed to give and the monthly receipts in the shape of tuition fees. I am therefore inclined to think that the existing grant-in-aid rules will have no application to the present case.....From what I have already said, you will see that not only is there no objection to the inspection of the institution by the Education Department, but it is even desirable. The Board of Trustees, however, shall have the internal management entirely to themselves." By a Resolution of the Government of Bengal of 14 May, 1887, the Lieutenant Governor of Bengal transferred the management of Berhampore College and School to the Board of Trustees as proposed by Maharani Swarnamoyee.<sup>55</sup> The Board of Trustees appointed Brojendranath Seal as the first native Principal of the college at once.

Nobody however could slow down Swarnamoyee's philanthropic activities which she continued till the day of her death. People talked about her benevolence making her a figurehead of charity, never seen before. Trails of suppliants from all parts of the country came to the gracious Maharani to receive succour for their troubles. It is amazing to find how much satisfied they were with the little that was given to each of them. The charity per person remained a small sum which almost never touched the mark of even Rs. 50 and that also very infrequently. This of course was because the price of food and other necessities of life, were kept at a ridiculously low level. The British Government's administration of the country was at its best during the latter part of the life of Maharani Swarnamoyee. Yet the chink in the armour was evident. Trouble over the Ilbert Bill had started, Lord Ripon had been called back and the country-wide movement of protest found expression in the establishment

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<sup>55</sup>Krishnath College Centenary Commemoration Volume 1853-1953 (Calcutta, 1954), Chapters three to five, pp 30-63, 124-129 (Reminiscences of Baikuntha Nath Sen), 106-113; and Bengal General Proceedings, Vol. 2929, August-December, 1887, File 48, No. 51; and Maharani's wooden Box on wheels, package 6, No. 5.

The West Bengal Government took over the management of the school and the college from the Board of Trustees on 22 October, 1983, i. e. 96 years and 161 days later by an act passed by the State Legislature.

of the Indian Congress in Bombay in 1885.\* It was Bal Gangadhar Tilak in Bombay and Surendra Nath Banerji in Bengal who were rising as national leaders, being baptised by their jail-sentences in the court of British judges in 1897.

In their confidential reports, the British Government was praising the zemindars in general as persons who were conscious about their social obligations and who were putting out a part of their money for the general good of the people and for the spread of the English education. They recorded the fact that the zemindars as a community irrespective of religion were in general a law abiding group. A few of course tried from time to time to put up their rent, but were under the prevalent law, almost immediately challenged in the courts of justice where they were mostly defeated. Rare cases of oppression had to be taken up by the administration of the Government which resulted in serious consequences for the zemindar.<sup>56</sup>

The private and confidential report however did not prevent the Government from enacting a law confiscating the forests in the Central Province belonging to the zemindars.<sup>57</sup> When this news reached Bengal, fearing the extension of the Act into the State, forests were cut down and the land was settled amongst ryots. Among Maharani Swarnamoyee's zemindari, Birbhum, previously known as Junglemahal, suffered most, where large number of trees were cut down and the land settled. There was no jungle worth the name left in this mehal. Extensive settlement on easy terms enhanced the fame of the Maharani. The Ranigunge area in Burdwan also suffered from deforestation at this time.

Rasaraj Amritalal Bose, a popular playwright of the time, often went to Cossimbazar to stage plays in the palace exclusively for the Maharani. This patronising of the theatre helped the company to sustain through difficult times. Rasaraj described her as ধরিত্রী পবিত্র-কারিণী করুণার প্রতিমা । (The world purifying embodiment of charity and compassion).<sup>58</sup> The official recognition did not differ much. The Lieutenant Governor of Bengal thanked her for her ready liberality in the relief of the distressed.<sup>59</sup> Mr. Peacock's address published in the

<sup>56</sup>Bengal General Proceedings, Vol. 3168, August-December, 1888.

<sup>57</sup>India Revenue Consultations, Vol. 3670, July-December, 1890, Proceedings of October, Nos. 6-14.

<sup>58</sup>Krishnath College Centenary Commemoration Volume, OP. Cit., p 237-240.

<sup>59</sup>Bengal Revenue Proceedings, Volume 5167, Proceedings 298-300, July, 1897.

\*See : Briton Martin, jr, New India.1885 (1969)

Englishman of 22 August, 1878 can be taken as the ultimate sentiment expressed by a foreigner, "It will not be difficult for me to recount the doings of your long past years, which have, with those that have followed, made your life one long act of charity.....In this country we are accustomed to see a good deal of what I may call spasmodic money giving where large sums are frequently given to purposes no doubt very good and very useful, but which are aided not so much because they are so, as because the donors hope to bring their names before the public or obtain some future reward. That has not been your case. You have not been content to wait till you were asked to give, but have taken steps to ensure worthy objects for assistance being brought to your notice, and have given liberally, hoping for nothing in return.."<sup>60</sup>

The way she helped needy students is evident from the letters of the various Principals of the Berhampore College and also of those of the Inspectors who visited the College. She donated Rs. 1000 to the Kennedy Memorial in July, 1894, then the whole amount of the money collected, which was Rs. 4327-8-0 was given to the Trustees of the Berhampore College for giving stipends and scholarships to the needy students.<sup>61</sup>

For the establishment of the Indian Science Association she gave Dr. Mahendralal Sircar Rs. 8000.<sup>62</sup> These are the records of her known charities, what she gave away daily has not been recorded and can only be surmised.

The question that a biographer has to face at the conclusion of his work is that what was the person like whose deeds have been described in the biography. This becomes a difficult exercise when the glamour of her external life dazzles to guard the face of the human being. This is also the problem with Maharani Swarnamoyee. Though both painting and photograph were largely in use during her life time, she never allowed any reproduction of herself. The only photograph related to her is the high burning funeral pyre by the side of the river Ganges (Bhagirathi) in Saidabad where her mortal remains were burned to ashes. The exact site of the pyre had been also selected by her. She did not allow the heir-

<sup>60</sup>Krishnath College Centenary Commemoration Volume Op. Cit., p 240 and Englishman of 22 August, 1878.

<sup>61</sup>Pratihar (daily newspaper) of 16 July, 1897. (Manindra Chandra Nandy donated Rs. 10.)

<sup>62</sup>Krishnath College Centenary Commemoration Volume, Op. Cit. p 240.

apparent's family to visit her. Though Manindrachandra's wife was married in February, 1876 (born 1868) and lived upto December, 1945, she never had the opportunity of meeting her aunt-in-law. Your biographer met Srinath Pal's wife who was herself in her eighties then, and soon expired in about 1940. She only uttered two significant words, to describe the Maharani which translated would be, 'very strong willed' and 'we were mortally afraid of her'. A younger woman seldom observes the beauty of some one much older, and particularly not if she was so afraid of her. Therefore this source gave no information about the looks of Swarnamoyee. The other person who had seen her was Ramanimohan Sen, the eldest son of Rai Baikunthanath Sen Bahadur. He had seen her as a boy in his teens in the nineties just before Baikuntha Babu left her services. When your biographer saw him, he was quite old and suffering from the Parkinson's disease, which confined him all the time to his easy-chair. Ramani Babu had only seen her a couple of times when he was invited to have his food on certain festive occasions in the *Andar Mahal*. He remembered her as a strikingly good looking woman who had almost a perfect figure even at that age (she was then over sixty). She was tallish though not tall, fair but not very fair. He remembered her eyes which were kindly but would in a second become stern, if any of the boys made any high sound. A look was enough. He did not remember her voice but admitted that in his long life he had not met anybody man or woman with such a sparkling personality.

The dress of Swarnamoyee was of the usual kind used by the Hindu widows. The quality of her white *thans* (borderless cloth) was superb. They were fine *Daccai* and *Dhanekhali*, the like of which are no longer made. She used the finest *mullmull*, *nayansukh* and *garad* (silk) all of course being spotlessly white, Her long chemise had the finest embroidery work in white or in faded colours close to it. Her *merzai* or vest which she most probably wore in the winter had long sleeves and were made of white Italian silk with tiny flowers. It was pure fine cotton on the inside between which two layers, fine wool was thinly spread as in making *balaposh*, of which she had quite a selection, with shawl on one side and silk on the other. Her collection of shawls of all sizes and shapes could fill a museum both in quality and quantity. There were a few corsets in her boxes of dresses. It is said that Raja Krisnanath, her husband insisted on her wearing them for keeping her figure in shape. Stories about using broad leather belts to keep his wife's waist in size may be just a fantasy, as well as those which said that the Raja would never let



her eat fully for the fear of her growing fat and would smell her mouth to check that she was not eating "*pan*" (betel leaf) on the sly which the Raja detested. The Raja however smoked a *hooka* made of blue glass and she had to learn to put the tobacco in the burnt-earth-lined silver *kalika*. There are of course some very curious objects found in her box, the first of which are ladies' hose, the second are shoes made of cloth and the third are huge handkerchiefs made of chintz in a galaxy of colours. As at home she remained barefooted, these were probably used when she travelled outside in the winter.

Her food habits can be easily found from her papers. A total vegetarian in the custom of the Bengali widow, she always ate the fine Gobindabhog rice. Pure *ghee* and milk forming the main part of her daily food with fruits and vegetables. She ate only one main meal a day supplemented by fruits in the morning and *luchi*, *tarkari* and sweets after sundown. She drank a lot of milk, may be twice or thrice a day.

The time she did not spend in administering the estate was spent in *Brata* and *Parban* of which there were many. Every end of the month was named, for example *Madhu-Sankranti* or *Ghrita Sankranti* or *Chhatu Sankranti* which were celebrated by feeding either twelve boys or twelve girls or twelve brahmins. During *Kumari-brata*, a young girl was given ornaments, sarees, oil. *alta* etc., and fed sumptuously. At the *Sabitri-brata* married women were similarly felicitated, turmeric and *sindoor* being added to the gifts. Similarly on a certain day young mothers with child were felicitated with food and gifts. These were however her private religious habits which had nothing to do with the large religious festivals. Durga Puja was already there in October to which a three-day Annapurna Puja was added in April which became a parallel festival of the Durga Puja. Saraswati Puja and Kartick Puja were blown up to become splendid festivals of song and light. Swarnamoyee always kept to her strenuous routine. She would get up at 4 A.M. and go to the huge well dug in the premises. She would bathe in the fresh cold water and did her personal worship at sunrise, then she went to the *Thakurbari* to watch the rising of the deity and the worship related to it. By this time the whole house would be washed clean and dried. She attended office at the same hours as her staff in the room called *table kamra* (the room with table). She would sit in the inner room while the beautifully bedecked outer room was a hall where the Dewan would come to describe or report the affairs of the Estate. She would give her answers to the maid-servant, who

would loudly pronounce it to the Dewan standing on the other side of the screen. In the evening when the work became thin she would read her newspapers which arrived by post, marking out such portions as she wanted to discuss the next day. One interesting incident happened in 1897. The Beldanga tenants had a complaint against the new Manager Srinath Pal, B.L., but their complaints whenever reached the premises were squashed by the Manager. So the disgruntled *prajas* put it in the Murshidabad Hitaishi of 10 March, 1897.<sup>63</sup> The Maharani who read the paper regularly, immediately enquired about the matter, but before she could do anything death claimed her, and the dispute became a complicated suit which took a long time to settle.<sup>64</sup>

Maharani Swarnamoyee created the Cossimbazar Raj Library in 1887, but unknown to most people she had a library of her own which consisted of six to eight almirahs and was situated in the ante-room by the side of her bed room. Her bed in itself was a fantastic showpiece, richly carved and as big as one side of a badminton court, with mosquito net which had a double looped hole for the rope to go out for pulling the *pankha* (fan) inside, without giving the mosquitoes any chance of coming in. The specially made French oil lamps burnt inside, which raises the thought that the Maharani was perhaps in the habit of working and reading at night.

It was her reading habit that increases the curiosity about her character. There were the epics the Ramayana and the Mahabharata, in several different editions. One spoke of a Ravana who had a thousand (instead of the usual ten heads) shoulders সহস্র শৃঙ্গ রাবণ and there are fantastic description of overcoming him and his army. The several puranas are there along with the Bhagabata purana and Srimat Bhagabad Gita. Several editions of Chaitanya Charitamrita is of course expected to be found in a Vaisnava house, but the edition which particularly draws interest is the one written by Krisnadas Kabiraj Goswami which was printed from Berhampore by Ramnarayan Bidyaratna with the financial help of the Maharani on 19 Falgoon 400 Chaitanyabda.\* And she was

<sup>63</sup>Murshidabad Hitaishi of 10 March, 1897, Complaint against Srinath Pal, the Manager.

<sup>64</sup>The judgement of Mr. B. C. Mitra, District Judge, Berhampore, delivered on 2nd October, 1909, on the appeal of Maharaja Manindra Chandra Nandy, the original suit being: Shamsul Hooda and others vs Maharani Swarnamoyee in March, 1897. Dr. Rashbehari Ghosh appeared as the chief counsel of the appellant along with Babu Baikunthariath Sen and others.

\* -1885

desirous of knowing the family history as well. So she patronised the writing of the Cossimbazar Rajbanser Itihas (The history of the Cossimbazar Raj family) by Rajkrisna Roy which was published in 1875. Swarnamoyee tried to understand both the Hindu philosophy and the controversy over it which were propounded by Brahma Samaj. It is not at all surprising to find the entire works of Raja Rammohan Roy published in 1873 by the Adi-Brahma Samaj and edited by Rajnarain Basu and Ananda Chandra Vedantabagish. The translations of the Arabian Nights had started to be published which were all acquired. The writings about Tantra in Bengali also created interest. She regularly subscribed Siksha-Parichay, a monthly journal about education which was edited by Saratchandra Chaudhuri and Rajendra Narain Sen, Kabiratna (the fourth volume bound was of 1301) and the weekly Court Reports published by the Bengal Government in Bengali. She had the whole series (the 16th volume was published in 1875. The oldest so far found is of 1869). Her interest in legal matters is found by the copies of the translations of the Calcutta Law Reports published under the name of *Najir Shar Sangraha* which were selected, translated and edited by Shyamkanta Nag. There was also the Bengali translation of the Procedures of Civil Code in courts of Justice by Jogendra Nath Bhattacharyya, entitled *Dewani Karjya Pranali Bishayak* the Act 14 of 1882 (with examples, comments and circulars) published in 1894.

Her interest in Bengali literature was of course the highest. The books published in *Bat-tala* were regularly read by her. One of the earlier editions of the works of Bharatchandra is found in her collection. Her love of poetry can be evinced from such collections as *Kabita Kalap* by Jadabendra Nath Roy of Pabna (1291), *Kumkum* by Gobinda Chandra Das (1298), *Kalpna Kusum* by Bhuban Mohan Ghosh (1287), *Kanchi Kaberi* by Rangalal Bandopadhyay (1879), several works of Iswarchandra Vidyasagar and *Kabya Darpan* by Joygopal Goswami (1281) stand out prominently. Amongst the important works of the time there is no trace of any book of Michael Madhusudan Dutt. Probably the period of prejudice for his becoming Christian was not yet over.

On 18 June, 1897 there was a terrible earthquake in North Bengal, palaces and temples all over the country were demolished. The quake had been particularly severe in Rajshahi and Murshidabad. Sanjibani, a daily, printed the report giving details of the damage on 19 June, 1897. Saraswat Patra of 26 June, 1897 informed that a large part of the Palace in Cossimbazar had been demolished and Maharani Swarnamoyee had

narrowly escaped from being buried under the ruins. Indeed she had a providential escape. As soon as she left her living quarters, a part of it fell down. The entire second storey of the house was also completely destroyed. The Maharani was shocked. She did not wish to return to the Palace until the debris were removed and her quarters repaired. She built herself a temporary structure in the garden and stayed there while the reconstruction went on. It was in this temporary structure that she became ill. Double pneumonia was detected. She however did not consent to put herself into the hands of the Civil Surgeon of Murshidabad, nor did she agree to be removed into the Palace. The fever increased and delirium set in. It is said that it was in her delirium that she asked for her nephew and heir-apparent to be sent for. Nobody heeded the wishes of the dying Maharani. The owner's absence from the scene led to a veritable loot of commodities and ornaments which were out in the open. She died on 25 August, 1897 (10 Bhadra, 1304). Bisnucharan Sen sent a telegram to Manindrachandra who was in Calcutta to come at once. He came and performed the funeral rites.

Thus ended the life of a gracious lady whose death resembled her birth in obscurity, though the circumstances were vastly different. Her charities and benevolence not only permeated her surroundings but also influenced her country. Her name became wellknown even in places far away, beyond the Atlantic. Yet we read in *India Called Them* by Lord Beveridge, that 'India has not been a place where women have played much part hitherto. But there are two other women (besides Emily Phear and Elizabeth Adelaide Manning) who might be in the notes if more particulars were known of them. There was the bountiful Maharani Surnamoyee, one of the supporters of Miss Akroyd's school and Roma Bai, who set herself to get better care for mothers in childbirth'.<sup>65</sup> No comments are necessary.

The direct line of Kantababu ended with the death of Maharani Swarnamoyee. It now passed on to the son of Gobindasundari and Nabinchandra who had died in 1862 and 1872 respectively. With Manindra Chandra Nandy the family history stepped into the Twentieth Century.

*'From attachment springs grief, from attachment springs fear;  
For the person who is wholly free, there is no grief, whence fear.'*

Dhammapada, Piyavagga, No. 6. Sloka 214, (Text and translation  
Narada Maha Thera, Calcutta, 1952)

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<sup>65</sup>Lord Beveridge, *India called Them* (1947), p 403.

## CONCLUSION

In this volume the history of the descendents of Kantababu (Cantoo Baboo) who came to be known as the Cossimbazar Raj family has been discussed. The study covers the period between 1804 and 1897, thus the family history of the nineteenth century has been dealt with. There are three biographies, the first of Raja Harinath Roy Bahadur (1802-1832), the grandson of Kantababu, then of his son Raja Krisnanath Roy Bahadur (1822-1844) followed by that of Krisnanath's wife, who dominates the book, Maharani Swarnamoyee (1827-1897), Member of the Imperial Order of the Crown of India. The history of the direct descendents of Kantababu from his son's line ends in this volume. Property passed over to Raja Harinath's grandson, the only surviving son of his daughter Gobindasundari.

The situation at the time of the death of Maharani Swarnamoyee, was far from satisfactory, the two persons, namely the ninetyone-year old widow of Raja Harinath, Rani Harasundari and the heir-apparent, the thirtyseven-year old Manindrachandra Nandy, were both alienated and were living far away, Manindrachandra in Calcutta and Mathrun (his ancestral village in north Burdwan) and Rani Harasundari in Benares. Legally it was the old Rani who succeeded to the property. Years had neither diminished her energy nor interest. She was both physically fit and mentally alert. It took Manindrachandra and his advisers quite a few days to get the Deed of Relinquishment signed by the Rani in favour of her grandson and she at last agreed to do so after being promised a lump premium of a high amount and a regular monthly allowance of a fantastic sum of money.

It may not be an exaggeration to say that Harinath's minority was an advantage to the Estate. The Court of Wards of the East India Company, zealously protected the Estate with great expertise, increasing the income by investing the surplus in Company Bonds. They ruthlessly curtailed all expenses they considered unnecessary or superfluous, preserving the profit of the Estate fully. Their only weakness was when money was demanded for religious festivities, as they had been particularly advised and warned to stay away from the religious beliefs of the natives. This was the weakness, which was taken advantage of by the guardians

and Managers, who not only invented new socio-religious functions but also blew the religious festivities out of all proportions. They extracted money by social rituals, creating confusion in the minds of the administrators. It will perhaps not be entirely wrong to conclude that the English Government were the indirect progenitors of many (if not most) of the festivities we see in Bengal today including the Durga Puja and Charak. The fall of the Mughal Government was also another incentive to publicly hold the festivals, making them as grand, noisy and as money consuming as the Company's Government would allow. Show of wealth became important not only to establish one's importance but also to impress the foreign administrators. The minor who grew up amongst this atmosphere naturally felt that this was a part of the rituals of a rich man and the duties of a zemindar which were there "for hundreds of years". Rivalry between zemindars often raised the quantum of money spent, splendour and gaiety, becoming indecent show of wealth.

During the minority of Harinath the Anglo-Indian relations were at their very best. Officers of the East India Company conscientiously looked after the welfare of the minor. Mismanagement never went unpunished. It is gratifying to see how they improved the income of the Estate, spreading their organisation to all the corners of the property, even to the remotest village. A large fund was assimilated by the Court of Wards and handed over when Harinath became major.

The feud in the family had to be handled by Harinath. He cleared the Aegean stables by getting rid of the cousins and relations who were living on him. He cleared the house of all of them. To his cousins he gave a house and a monthly grant. To his relations he gave money and sent them back to their villages. Harinath had visions of becoming a partner in English Private Companies. This led him to grant very large sums of money to Dwarkanath Tagore and through him to several Companies which were run by private British traders. They all failed in their endeavours. Even much of the money that was given to Dwarkanath was lost. Fortunately Harinath died before he came to know of the failure of the Companies he was interested in. He showed the prevalent tendency of investing in foreign private companies, which were wrongly thought to be adjuncts of the Company's Government. It was difficult to foresee that they would be totally unsuccessful. The efficiency of the foreign government created this confidence about foreign traders who came from the same country. Moreover there was a belief which was of course strictly

Indian in character, that the government would help their brethren to establish a strong base of trade and commerce, therefore to invest in them was the surest way to prosperity. It took the Indians sometime to realise that the private foreign trader or foreign preachers of religion were not the two secret wings of the Company's Government, whose territory now extended right upto the borders of the kingdom of Maharaja Ranjit Singh in the West, to the foothills of the Himalaya in the North, to the borders of the hilly Tripura in the East and to the Bay of Bengal and the Arabian sea in the South. Even a century later the novels and stories ladled out the same nonsense. Therefore Harinath's mistake can be considered pardonable, but the total amount of money he lost in the endeavour was extremely high proving that he was not cautious enough.

The reason for his laxity in money matters both in dealing with private English merchants and the management of his own zemindari was perhaps the large amount of cash that was at his disposal. In zemindari also he did not make any change but tried to follow the administrative system promulgated by the Court of Wards. He did not consider that during the administration of the East India Company, it was under the all powerful Collector of the District who was no longer there when his private organisation took over.

The confidence he felt in the English officials is evident by the fact that in his Will he made two of them guardians of his minor son along with his wife and mother. It will be interesting to find Wills of Indians in which two foreigners have been named as executors in 1832. There was not much information about Nathaniel Alexander who perhaps also expired within a few years of the Raja's death, but James Charles Colebrook Sutherland played an important part in the family's history of the next ten years. The attorney who drew up the Will, Charles George Strettell, also played a very important role in the history of the family.

The books of accounts and the muniments reveal that the habit of acquiring properties became a regular motive of the early nineteenth century zemindars. Harinath was interested in properties in Calcutta, some of which he acquired, others came under his possession after the settlement of a long standing suit.

The books of accounts also reveal the food habits of the house which was still vegetarian, but Harinath had allowed his wife to eat fish

everyday. This regular fish eating habit brings to the scene the redoubtable Rani Harasundari, who was born, in one of the 52 villages of north Burdwan within which limit all marriages were performed, in 1806. She was the second wife of Harinath who was quietly married after the death of the first within a few months of the marriage. Her marriage took place in Cossimbazar on 13 December, 1819. Her first child Krisnanath was born in 1822 and her other surviving child, the second daughter Gobindasundari was born in 1826. Harasundari gave birth to three sons and three daughters of whom only two survived. Widowed in 1832, she left the palace in Cossimbazar after her son's marriage in 1838, never to return there, settling in the Jorasanko Rajbari in Calcutta. She filed a suit against her son in 1839, who committed suicide in 1844, which was followed by suits against everybody in the family. In 1850 she filed the famous suit against her daughter-in-law Swarnamoyee and wanted the Supreme Court to declare her as "*patita*" (outcaste) so that she could become the owner of the Estate. She left Calcutta permanently around 1883-84 for Benares, where she stayed till her death on 3 November, 1904, only a year and few months short of her century.

Harinath's cultural activities and his love of education were his special contribution to the family. He took pains to teach himself several languages and disciplines. He established the Sanskrit *Chatuspathi* and made arrangements for the teaching of English by the establishment of the first English school in Murshidabad, which after his death was opened by his fifteen-year old son. Harinath was also one of the original donors to the Hindu College. His patronage of the *kabials* was the expression of his love for the vernacular literature and the performing arts.

The higher altitude in social standing was evident in Harinath. He belonged to a small elite group of zemindars who did not spend their time in frivolities. The purpose behind their way of life was based on the rule of law which was by then an established factor in the Company's administration. Values were changing in the society and it is interesting to find how the effects of the western culture and learning were influencing its growth and development. Harinath stands in the middle of the bridge which connected the eighteenth century with the nineteenth. He himself was more than half the way towards the new life which was so much prevalent in and around Calcutta.



He was also interested to see that his son Krisnanath received good education in English, but he failed to foresee that his son would try to become an Englishman. Krisnanath not only adopted English manners and customs, but stayed apart in the Banjetia house in English style which he filled with valuable furniture imported from France and England. His passion was horses and hounds. He not only became one of the best native riders of the time but his stables received horses of other people for treatment when they were ailing. He trained his hounds to catch a fox and as the ultimate occupation of an English country gentleman, went fox (jackal) hunting with hounds and horses. He laid out a part of his zemindari property in Maldah and Rajshahi to resemble English country side for the purpose. His friends were mostly Englishmen. A few of them took the fullest advantage of his gullible nature and extracted money and other advantages from him. Two of them John Herklots and Dr. Robert Young took the maximum advantage and were party to the incidents leading to his death.

Krishnath had many qualities which if pursued could have led to better things. His love of knowledge was genuine, though the methods adopted for their pursuit may be open to criticism. His impressionable character under Lambrick, Sutherland, Digambar Mitra and ultimately Herklots, Young and Keshab Khansama changed fast for the worse, like the daily phases of the moon, till there was no Krisnanath left. He could be a tragic character in a romantic tale, but in life he was a total failure.

During his minority the worst phase of the Anglo-Indian relations during the regime of the East India Company could be observed. The indecision of the Board of Revenue and the Commissioner, left the zemindari of Krisnanath in a very sorry state. The inefficiency of the Company servants was fully demonstrated during the time. Several examples of greed for money were also laid bare. Thanks to the efficiency of Digambar Mitra that as soon as Krisnanath was given back the management of the Estate, when he attained majority, that the zemindari was again efficiently organised, which again deteriorated with Digambar's departure when Krisnanath pushed his favourites and removed the assistants promoted by Digambar to unimportant offices. One of them Rajiblochan played a significant part, after the Raja's suicide when his widow again reinstated him along with others to their former stations.

Rajiblochan rose to be the Dewan to Rani Swarnamoyee creating a very strong organisation for the management of the zemindari.

Krisnanath broke away from the food habits of the family. His kitchen was a replica of an Englishman. He not only ate such meat and fishes, which were considered to be uneatable by a Hindu, but also drank both Indian and European intoxicants, which made him lose all control over himself. Living alone away from his wife he soon became prey to licentiousness which was engineered and aided by a lowly servant who became his favourite. It was to this servant that he left most of his treasures in his Will and the alleged codicils which were challenged by his wife and set aside by the Supreme Court.

In Krisnanath therefore the faults of the age is most discernible. He imitated the foreigner's public life without trying to assess the strength of their character, their industry and efficiency, their cautious organisation of business or their learning and knowledge. In this respect he was the complete contrast to Kantababu, who ingrained in himself many of the qualities of the foreigners without letting his basic conception of Vaisnabism to be affected. Krisnanath tried to eat, drink, talk, fox hunt and ride like an Englishman but was incapable of understanding them. He did great damage to his Estate and himself, having departed life by taking it by his own hand at the tender age of 22.

The only comment that can be made in his favour is perhaps that his upbringing was so full of strains and tribulations that he led a most confused life. His mother always created problems in the administration of the Estate, even during his minority. This led to his lack of moorings. His grandmother also sided with the mother. His wife was a completely illiterate girl from the village of Bhatakul, who failed to give him what he wanted most in 1842, a son and heir. He drifted beyond the natural way of living, spending his time in training a bunch of monkeys, his dogs and horses. He was intoxicated most of the time in the last year of his life giving his two European friends and the lowly servant, the opportunity to plot against the Estates and himself. His death in reality therefore was not a tragedy but a relief, which uncovered the ability that lay dormant in his wife, about whose second pregnancy he was totally disinterested.

Swarnamoyee had to fight hard to gain the ownership of the Estate, though only for her life time, which saved the zemindari from being

completely obliterated. This was not an unusual feature of the time as many families had destroyed themselves by litigation and inefficiency. Bifurcation of properties by family feud had been another reason for the destruction of many well known houses. Wine, women and horses have also contributed to such disintegrations. In the life of Krisnanath and his Will which he left behind, all the symptoms for a quick and total destruction were prevalent. That the estate and the family continued to be of service to the society and recovered fully, was because of the strength of character and the unfailing industry of Swarnamoyee. She not only herself became literate but spread the ideal of female education and their emancipation not only in her own country but also across the Oceans. With Swarnamoyee at the helm, the zemindar and the zemindari attained a new dimension and it was no longer possible for any of her successors to go back to an easy life of pleasure and useless show of wealth. By the pattern set by her the peasants of the zemindari became partners in the administration and social service.

It was even more commendable if it is considered that she had nothing to look forward to, as she had lost her daughters and grand-daughters by 1859 and was in fact a childless widow, as she was viciously described in the applications of her sister-in-law Gobindasundari, to the Supreme Court. The best part of her career was between 1860 and 1881, when her gracious hand was felt by the needy, not only the people in her zemindari, but also those who were outside. Her charitable disposition did not allow her to be merely a giver of donations. If her gifts are analysed it would be found that she gave only for two purposes, which were education, particularly education of women and for social service which would help many people irrespective of their religion, colour and creed. Her services during the several famines even astonished the Imperial British Government, who referred to her in their private despatches with reverence and respect. She was showered with honours, being made Maharani in 1871. In 1875 she was assured with the announcement that her successor would be entitled 'Maharaja'. On 1 January, 1878 she became a Member of the Imperial Crown of India, the investiture took place in Cossimbazar on 14 August, 1878. Her reply to all these honours was that she considered people as *Narayan* and to her *puja* of the deity at home and doing something for the people at large were the facets of the same worship. She declared that she needed neither prizes nor applause for what she had done, as she considered that she had only done her duty in helping the suffering humanity.

At the time of Swarnamoyee the Anglo-Indian relations reached a new level. The Company created as much trouble for her as could be imagined during the period when she was contesting the Will. She gave them no quarter, even hauling in the Collector of Murshidabad to the Supreme Court in a suit of illegal entry into her house and getting a verdict against him. She pointed out vehemently, exposing relentlessly the mismanagement of her Estate by the India Company officials. She even took up the suits lost by the Company and won them in appeal, demonstrating ruthlessly, the incapability of the Company servants. It was wise of the Company to retreat to the background during the suit of the Will. Swarnamoyee put an end to the scheming greed of Herklots, Young and their friends exposing their conspiracy against her husband in the Supreme Court. She did not however consider all foreigners to be evil as she was helped in her endeavour by such foreigners as Strettell, Clarke, Morton, Taylor, Judge, Denman and even Hedger, all lawyers of the Supreme Court. Her appeal to Queen Victoria was an example of the work of the finest legal brains of the community of British lawyers who were then in Calcutta. She however never trusted the authorities of the Government and kept away from them. She, with the help of her efficient Dewan, created such an efficient administrative system that in her zemindari in Baharbund in Rangpur and Habaspur in Pabna, she virtually became an autonomous ruler. The British Government always took her permission if they wanted to enter these territories and then also were always accompanied by one of her senior officers.

The tenants at Habaspur were not slow to demolish the Indigo farmers as soon as they came to know that the Rani had sent out a blanket approval to all her law agents to protect her tenants and their families from the oppression of the Indigo merchants. One such case was of one Mr. Stephen of Dhokracole or Dobrakole Indigo factory once woned by Debendranath Tagore, the ascetic son of the renowned Prince Dwarkanath Tagore. Jagatbandhu, the Naib of Habaspur was instructed to bring the oppressions of Mr. Stephen before the judge and to accuse him under the law. Stephen's friendship with the Collector could not save him and he was asked to leave the area. All this happened in 1862, much before the collective resistance against the indigo farmers was organised. The matter became quite serious as Stephen had sent a group of anti-~~people~~ who were given a severe beating by the villagers, killing one of them. Jagatbandhu was accused of murder. He was also offered a large sum of money for shifting the blame on the Rani. He stood his ground

and accused Stephen of murder, arson, rape and kidnapping. On the day of the verdict when Stephen was found guilty, Jagatbandhu became a demi-god to the people of Habaspur. He led a thousand of them to Cossimbazar, to express their gratitude to Rani Swarnamoyee.

It is impossible to account the charities of Swarnamoyee, which could be any amount between Rs. 30 lakhs to Rs. 50 lakhs. Her gifts to institutions have been attempted to be listed. But there was so much which were never recorded. Her efforts after a flood or pestilence, the measures taken by her to store food at the different parts of her zemindari before a famine and the daily feeding of the distressed, offering them shelter and medical help during the famine, cannot be accounted for in financial terms. Even matters of education the same situation prevailed. Though she promised to pay to the Berhampore College, Rs. 12,000 per year, she actually paid Rs. 20,000 per year for the eleven years and three months she looked after the College from 14 May, 1887 to 25 August 1897. Her private grants are so numerous and variegated that they defy any attempt at accounting. The biographer will not be surprised if some enthusiastic researcher proves in the future that the total amount of her charities was higher than the sum stated to be the maximum limit of her philanthropy.

There was no future for her but she improved the zemindari and invested the surplus to yield an income of over Rs. 25 lakhs per annum. It was with her efforts that the Cossimbazar Raj Estate became one of the premier zemindaris in Bengal. The Baharbund Pargana in Rangpur and the Habaspur Mahal in Pabna contributed almost a third of the total income. Murshidabad, Rajshahi, Faridpur and Nadia were organised to yield another third.

Coming a hundred years after Kantababu, the founder, who left an annual income of Rs. 6 lakhs at the time of his death in 1794. Swarnamoyee followed her predecessor and left it at four times that sum in 1897, and she a woman who never went out in the public but lived behind the *purdah*. It was an achievement to be trumpeted from house tops.

Yet the last ten years saw the tragedy of her growing loneliness. Her nephew Srinath aspirant to succeed her, kept her heir apparent as far away as possible. Even driving Manindrachandra and his family away from the rented house in Berhampore, with the help of the District

Magistrate, alleging that Manindrachandra's stay near Cossimbazar stirred the people inimical to Maharani into action and she feared for her life. Srinath apprehended that if the nephew and the aunt met, he would be thrown out unceremoniously. So he took such action that succeeded in keeping them from meeting each other. On the other hand he served his aunt with unstinted devotion and tried to keep her happy by doing everything she wished. There was an attempt to adopt Kshetranath, the son of Srinath's elder brother. This having failed an ante-dated Will was executed, leaving Srinath all of her *Stridhan*, wealth and properties.

At the time of her death, Swarnamoyee was still four months away from completing her seventieth year. Her charities were sung by the Government and the public, but the two persons who were to succeed her had a different opinion. The glitter of her public life could not cover the fact that she was lonely and afraid in her private life and those who surrounded her and prevented her communication with the family of Gobindasundari, were mere stragglers and suckers whose only interest was to take advantage of her weaknesses. The death of Maharani Swarnamoyee ended an era in the history of the family.

Therefore in the three proprietors of the Estate three different personalities are found. The soft spoken Sanskrit scholar who knew English well and arranged for establishing the first English school in Murshidabad, who donated Rs. 20,000 for the establishment of the Hindu College, was a friend and patron to all the *kabials* in Bengal. His administration was an extension of his quiet efficient character. His son gifted in many ways and particularly a lover of animals, birds, gardens, horticulture, medical science, astronomy, chemistry and mining, set himself the impossible task of becoming an English country squire and miserably failed. His wife, the strong willed girl from a village with a very ordinary background, rose to be the proprietor of the Estate becoming the all pervading mother figure by her charities and philanthropy. She consciously supported the movement for improving the status of the woman in every sphere of life. She wanted every woman to have an worthwhile occupation of her own.

These were the zamindars of the nineteenth century Bengal who ruled over the Cossimbazar Raj Estate. When they were good managers and established a good organisation everything went well, when they were

foolish the others took advantage of them mercilessly denuding them of their property and wealth. Both under the East India Company and the British Government, the rule of law protected the country. It was possible therefore to challenge the East India Company and to defeat them in the Queen's Court.

From the study of the work it is found that the zemindari system was ingrained in Bengal by the end of the nineteenth century. The Permanent Settlement organised thousands of people into disciplined and effective livelihood. Thousands were involved in various ways living generally peacefully. Religion almost never became an issue in the zemindaris during this time though Hindus, Muslims, Christians, Scheduled castes and tribes and various other types of people lived together. Once the rent was paid in time the tenants were left to follow their own life, much like the British Government who were happy to get the Revenue paid in time leaving the social services to the leadership of the zemindars. There soon developed rivalry between zemindars to outdo each other in establishing *pathsalas*, schools and other teaching institutions, which in the long run was beneficial to the people at large. During the Mutiny there was a total peace in the zemindaris of Bengal for which the British Government was grateful. It will not be correct to consider this to be an ordinary achievement. Dissension against the rulers had already been expressed. The British Indian Association, the Indian Association and other organisations had already communicated their views. The Indian Congress in 1885 echoed such views from the Western coast. Already there was a strong feeling against the indigo merchant. Dinabandhu Mitra's *Nil-darpanam* became a best seller of the period and was translated into English by Reverend James Long. The merchants got the padre fined a thousand rupees in the court of justice which was immediately paid by a Bengali zemindar Kaliprasanna Sinha. *Nil-darpanam*, which scrapped the surface the indignation of the Bengali was published in 1860. Soon *Palasir-Juddha* (Battle of Plassey) by Nabinchandra Sen, being published in 1875, created a larger bubble of discontent. Now it was the time for the nation to grieve the loss of their freedom. When *Anandamath* of Bankim Chandra Chatterji was published in 1882, it was the expression of the intellectual to attain total freedom from the yoke of the foreign rule. Bandemataram (Hail Mother) song which formed the centre piece of the book became the national song of a dependant nation striving to break the shackles of bondage. *Bandemataram* became a chant, a greeting, an assertion of victory, the secret incantation



to fight and die for the country. At the turn of the century when terrorist organisations were formed, *Bandemataram* became a dreaded word to the administrators. People marched crying *Bandemataram*, they fought shouting the word, they killed and tried to kill muttering the word and died either under fire or by hanging calling *Bandemataram* as their dying invocation. Never perhaps, the history of the world, has come across a word arousing such a depth of emotion.

The most interesting change is found in the practice of religion. In the eighteenth century though the religion practised was simple, the several sectors of the Hindu community never transgressed their boundaries. For example a family of *Vaisnabas* or the worshippers of Visnu or Krisna would stay away from the *Saiba* (worshippers of Shiva) or the *Shakta* (worshippers of Shakti) communities. They met them socially but there would not be any inter-marriage between these communities. In many places whole villages belonged to a single community of such worshippers. The *Bahanna gaon Samaj* (The 52-village society) to which Kantababu and his descendents belonged, was predominated by conservative Vaisnabism, meaning that they were absolute vegetarians their food habits, followers of Sri Chaitanya Mahaprabhu and worshippers of Visnu in his incarnation of Krisna. The conservatism of the 18th century, though simple in performance gave vent to liberalism, only when a progeny was required. Instances may be quoted as the worship of the Lokenath Shiva in Puri by Kantababu and the reading of *Kabikankan Chandi* by Lokenath, his son, for the same reason. While the literature of 18th century mostly favoured the conservative ideas there were quite a few poets who advocated liberalism in worship. This came in the 19th century not because of its philosophical aspects being successfully propounded, but for purely economic reasons. The worship of Krisna was not an occurrence that needed spending a lot of money. On the other hand the Shakti pujas were festivals which provided the opportunity of high spending. Soon however, the Vaisnabas also learned how to turn the simple festivals into money-consuming motivations. The priests quoted scriptures to the opulent, and all the festivals, be they Vaisnava or Shakta or Saiba, became a compulsory religious duty.

If the motive at first was to extract money from the Court of Wards by the guardian of a minor, because the East India Company was reluctant to interfere in religious matters it soon turned out to be a part of the programme by which the zemindars were forced to spend money in the garb of regular worship. When the minor grew up he was told that the



festivities had been performed by generations of his forefathers which he did not have the right to stop or change. Soon however an important zemindar had to spend according to his status and the rivalry between them annually increased the expenses to a ridiculous level by their stupid competition. There was however no going back. Many a zemindar had ruined themselves by such inordinate and uncontrolled expenditure, the advantage of which were gathered by their servants and sycophants, some of whom purchased properties by the money made by them during such festivities and becoming zemindars themselves in the long run.

Fortunately Harinath was a man with moderate tastes but even he could not control the temptation of becoming one of the four big houses performing Durga Puja in Calcutta. Harinath invented like others before him the Vaisnaba way of worshipping the Mother Goddess, which was without any sacrifice of animal or spilling of blood.

Krisnanath went several steps further. Even then, he performed the Durga Puja in the Vaisnaba way and the simple Saraswati Puja was performed with grandeur and pomp. It was not difficult to see his ruse, which was to extract more money from the Court of Wards. Once the Raja became major, he almost forgot to perform these festivities. In the year of his death he was not even present in the palace at Cossimbazar when the Durga Puja of 1844 was performed.

The nineteenth century influenced the religious habit of the zemindar community, many of whom started to stay in the city becoming absentee landlords and neglecting their duty as the zemindar. Some blamed the English education when a few zemindars failed in their strict observance of religious practices. Some like Krisnanath spent their money eating and drinking with friends and relations to such a profusion that often social problems led to economic ones. The influence of religion was descending like the low tide in a river. Krisnanath, once fed profusely the leading Brahmins and law givers of the Murshidabad Pundit-samaj, later declaring that as he had prepared the food by a muslim cook, therefore all of them had lost caste and were no longer competent to hold the authority to interpret the law according to the scriptures. Of course nobody took him seriously and the Brahmins went on doing their work, but they were greatly angered and withdrew their support from the young Raja. This incident proves that neither the conservative ways of Hindu religious practices nor the law givers were considered either

sacred or infallible. Another zemindar Raja Prasannanath Roy changed the allegiance of his family from Vaisnabism to Shakti Puja. He established the temple of Prasanna-Kali in Dighapatia (Rajshahi) and worshipped the goddess with sacrifice of buffaloes, goats and kids. He also drank the *karan* (spirit, purified by worship.) Thus what Krisnanath did as a liberal, Prasanna did as a religious Hindu, by shifting his allegiance to a different religious order. In reality both wanted an excuse to eat meat and drink spirits. In neither case however did they interfere with the traditional worship of Krishna which continued in their houses as the daily worship as before.

The rise of social reformers like Vidyasagar, who carried such social reforms as widow-marriage, stopping polygamy and the education of women received the support from many powerful zemindars led by Raja Radhakanta Deb, the Rajas of Paikpara and others. Rani Swarnamoyee not only supported the movements but took active interest in the spreading of education amongst women.

She led the life of a strict Hindu widow going back to strict vegetarian habits. She restored the Durga Puja after her victory against the East India Company in 1847, since when it is being uninterruptedly performed by the family. She added the Annapurna Puja a few years later. The mother goddess as the giver of food was the most appropriate worship in a constantly famine stricken country. While in Calcutta she regularly worshipped in the several Kali temples which are still considered to be the presiding deities of the city, *Kali-Kalkattawali*. She however continued and expanded the worship of the deity in her house in the Vaishnava manner, adding to the grandeur during the time of festivals.

Examining the motive of the conservative Maharani Swarnamoyee it is easy to see that the different sections of the Hindu religion merged together into one. A neo-Hindu philosophy of monotheism or one God was propounded by many saints and philosophers, Bankimachandra's treatise in spite of controversies being the most acceptable. By the end of the nineteenth century the Hindus were at peace with themselves. They had accepted the fact that God could be worshipped in any form, shape or name. The rise of the Brahmo thought so carefully watched by Swarnamoyee, made God formless, all pervading and omnipotent. Thanks to the Protestantism and philosophical development of thoughts about

religion, the Bengali became the Protestants of the Hindu religion, where the Vaisnabism of Sri Chaitanya and Kabir, merged with the earlier forms of Vaisnava worship which in turn merged with the Shakti cults and the Shaivism. There were of course some ill effects of the merger and the rise of the *Sahajiya* sect which put the satisfaction of sex to be one with the supreme attainment of religion. Here they imitated the Tantric sects of the Shakti cult and the linga-puja (worship of the phallus) of the Shaivism. Minor sects like the *Karta-Bhaja*, *Aaul Baul*, *Nera-neri* etc. rose as the dirt bubbles of religion, vanishing with the spread of knowledge and education. Now a new goddess rose to become the most important religious deity. She was the *Desh-matrika*, the country in the form of mother, the Motherland, which was shackled in the chains of the foreign power, put into the dungeons of the aliens. The freedom of the Mother-India became the continuous glorious idealism which pervaded the difference of language and made the Indian, one striving nation fighting for freedom.

The word "national" took a new meaning and every thing that happened in the country became much more important than they really were. If the annexation of Oudh or the abdication of Duleep Singh, the son of Ranjit Singh, failed to express much popular protest, the imprisonment of Tilak in Poona or of Surendranath Banerji in Calcutta shocked the nation from coast to coast. Soon the dissatisfaction of the nation was expressed by giving Lord Ripon, who was withdrawn as the Viceroy because of the Ilbert Bill, a fantastic send off. His passage all the way from Calcutta to Bombay was lined by people, who expressed their appreciation by long shouts of "Joy" (victory) as the train bearing Ripon and his family passed by them. Such a thing have never happened in India. The Indian Congress came into effect in 1855. In its third session in Madras in 1887, the Indian Association led by Surendranath Banerji joined them along with the Bengal National Chamber of Commerce, the newly formed national association of all the native businessmen of the city.

Maharani Swarnamoyee as a patron of the Indian Association could not be totally unaware of the situation. She continuously emphasised on the education of women, now suggesting an elaborate training course for the Bengali girls as nurses to look after the ailing patients or as doctors to look after child birth. She wanted them to be given free education, donating Rs. 1,50,000 for the purpose. The opportunity offered for

managing the Berhampore College was also immediately seized by her. The Berhampore College became the spawning ground of revolutionaries, terrorists and leaders, all patriots of different shades and beliefs.

Yet Swarnamoyee was neither a fighter for freedom nor a patron of the revolutionaries. She was more concerned about doing her duty as a zemindar. She brought various social services to her tenants, helped them in establishing and running schools, dug wells for water and brought them relief when natural calamities struck them. It was Swarnamoyee who introduced the system of leaving  $2\frac{1}{2}$  years' rents in arrear. That is, though the collection of the Estate would be 100 percent an arrear rent of  $2\frac{1}{2}$  years remained uncollected. A good zemindar therefore generally recorded 115 to 125 percent collection each year creating huge confusion to the lay researcher. In a year of good crop and better conditions, the arrear of  $2\frac{1}{2}$  years would diminish to  $1\frac{1}{2}$  or even one year, registering a mammoth collection.

Maharani Swarnamoyee stayed behind the *purdah* all her life and even fought to keep that right against the East India Company. She, in her affidavit of 1850, had said that except the late Mathuranath Banerji, her old Dewan who had taught her to read and write and Nabinchandra Nandy, the husband of her sister-in-law Govindasundari, she did not go out before any other men. This attitude she maintained throughout her life, the advantage of which was taken in the latter part of her life by Srinath Pal, her nephew and Kshetranath Pal, her grand-nephew. She of course fed the boys whom she invited and was seen by them. It will therefore be hard to find much influence of any males in her career beyond her father, who married thrice to beget a son and failed, dying suddenly to leave three widows, who with their daughters had to be looked after by Swarnamoyee; her husband Raja Krisnanath, her old Dewan Mathuranath Banerji and may be the quick silver character of her brother-in-law who thrust from a backward village to the limelight of the city, had developed a great distrust about everything and every body. There was perhaps some similarity between Swarnamoyee and Nabinchandra who came from a similar background belonging to the family of gentleman-farmers from two different villages of Burdwan, namely Bhatakul and Mathrun, which were not very far from each other either, to a very rich zemindar family one as a bride while the other as the groom, where both were locked up in the spiral of fast moving events from 1844. Swarnamoyee became the owner of the Estate for life while

Nabinchandra died fighting for the right of his children. The instance of Shakespeare's Macbeth and Banquo cannot be kept out of mind. Here was the real life situation though vastly different from the story. Nabinchandra put all his fighting zeal to assure the succession of his sons, gaining success posthumously, while Swarnamoyee gained fame and honour in her life time, ran a most successful zemindari, increasing its income greatly and was considered by her tenants as a demi-goddess, but could not face her nephew-in-law, the heir-apparent, who was even younger than her late youngest grand-daughter.

Of the total outsiders whom the Maharani never met, the influence of Pundit Iswarchandra Vidyasagar was perhaps the greatest. Digambar Mitra, who loaned her money at the time of distress could have influenced her thoughts. Then there were the European lawyers. Hedger who spoke and read Bengali, Strettell and Judge her attorneys at different times. Denman the shrewd tactician who was introduced by the grandmother Maharani Susharmoyee and of course Harachandra Lahiri.

The only woman that could have influenced her beyond her own family circle was perhaps Monomohini Wheeler, the youngest daughter of Rev. Krisnamohan Banerji, who was disowned by her father for marrying a poor European priest. Monomohini was the Inspectress of Schools and in that capacity visited the Cossimbazar Palace to examine the students who were being taught there in private. It is not known whether Swarnamoyee met her more than casually and if she did, what were the subjects of their discussion. That the Maharani responded to women from America or England for extending her helping hand to them has already been related. Therefore her conversation with the spirited Monmohini, the mother of the brilliant Edward Montegu Wheeler, who was destined to become the most successful Principal of the renamed Berhampore College (Krishnath College) and later die there in harness, can be considered to be a subject better left to a playwright, but which could be of great significance and importance particularly in view of the sustaining measures about education adopted by Maharani Swarnamoyee.

In 1897 Queen Victoria celebrated her Diamond Jubilee on which occasion the 391 journals all over India which were printed in vernacular resolved to send her an address to lift the restrictions prevailing upon the vernacular press because of the unfair restraint established by the law of the country. The Cretan revolt led to Greeko-Turkish war. Across

the Atlantic the United States of America annexed the Hawaii islands. At home Bal Gangadhar Tilak's sedition attracted the greatest public interest. The daily papers were writing about the measures that should be adopted to stop the oncoming advance of famine. There was this terrible earthquake in Assam and Bengal. Some newspaper wrote an editorial for holding a "National Congress of Mothers." Swarnamoyee, Maharani by her own right and a Member of the Imperial Crown of India died on 25 August, 1897 (10 Bhadra, 1304). Her body could not be cremated till the arrival of the heir-apparent Manindrachandra Nandy which was done three days later. Her *Srudh* ceremony was also performed by Manindrachandra with the pomp and grandeur that the occasion demanded, though his wife Kasiswari had to stay back in Calcutta being in an advanced stage of pregnancy. Death and life was simultaneously mixed together as the history of the family stepped into the Twentieth Century.

"I am Time, the supreme destroyer", said Krisna to Arjuna in the Bhagat Gita, "I am the beginning, the middle, and the end of all that is in flux; among wisdoms I am knowledge and I am the truth among disputes....I am the merciless death; and the wealth of the wealthy; among virtues I am fame, beauty, memory, wisdom, constancy and sweet speech..... Single minded devotion only will satisfy me."  
 —(*Srimad Bhagabat Gita X and XI cantoes.*)

"As from a heap of flowers many a garland is made, even so many good deeds should be done by one born a mortal. The perfume of flowers blows not against the wind, nor does the fragrance of sandal wood or the scents of the flowers *tagar* and *mallika*. The fragrance of the virtuous deed does blow against the wind and pervades in every direction."  
 —(*The Dhammopada; Narada Maha Thera, Colombo, verses 53 and 54, p. 41, Calcutta, 1952*)



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2. 1827-1831, Equity: Jugoodumba Devi Vs. Raja Harinath Roy Bahadur and Ors.

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2. Books of Accounts\*
  - (a) of Raja Harinath Roy
  - (b) of Raja Krisnanath Roy
  - (c) of Maharani Swarnamoyee
3. Original letters, copy books, court papers, administrative papers and various other sundry documents and records from 1804 to 1897.

\*See lists that follows.

#### *Books of Accounts of Raja Harinath Roy*

##### *Minority*

1. 1211/1804-1805	Cossimbazar account	Household	Cash Book
2. 1212/1805 Part I	do	do	do
3. 1212/1806 Part II	do	do	do
4. 1214/1807-08	do	do	do
5. 1219-1812-13	do	do	do
6. 1220/1813-14	do	do	Cash Book
7. 1221/1814-15	do Zemindaran		Ledger
8. 1225/1818-19	do Marriage (Incomplete)		
9. 1225/1818-19	do	Household	Cash Book

##### *Majority*

10. 1227/1820-21	Calcutta account	Household	Ledger
11. 1227/1820-21	do	do	Cash Book
12. 1228/1821-22	do	do	Ledger
13. 1230/1823-24	Cossimbazar (Incomplete)	Khajnakhana	Rough Cash Book
14. 1230/1823-24	do (Incomplete)	Household	Cash Book
15. 1231/1824-25	Calcutta do	do	Cash Book
16. 1236/1829-30	do	do	do
17. 1236/1829-30	do	do	Ledger
18. 1236/1829-30	Part I Cossimbazar (Incomplete)	Khajnakhana	Cash Book
	Baisakh-Aswin		
19. 1236/1829-30	Part II Kartick-Chaitra	do	do
20. 1236/1829-30	do	do	Ledger

21. 1236/1829-30	do	do	Rough Cash Book and Ledger
22. 1237/1830-31	Calcutta	Loan and Interest	Cash Book
23. 1238/1831	Baisakh-Kartick	do	do

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*Majority*

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10. " " February, 1842, 20 Magh to 18 Falgoon, 1248
11. " " March, 1842, 19 Falgoon to 19 Chaitra, 1248
12. " " April, 1842, 20 Chaitra, 1248 to 19 Baisakh, 1249
13. Khatian (Ledger) of 1249, Baisakh-Chaitra (1842-43)
14. Khatian (Ledger), 1249, (1842-43)
15. Rokar (Cash Book) 20 Baisakh to 19 Jaistha, 1249; May, 1842 Monthly accounts
16. " " 20 Jaistha to 17 Ashar " June, 1842 "
17. " " 18 Ashar to 17 Sraban " July, 1842 "
18. " " 18 Sraban to 16 Bhadra " August " "
19. " " 17 Bhadra to 15 Aswin " September " "
20. " " 16 Aswin to 16 Kartick " October " "
21. " " 17 Kartick to 17 Pous " November-December " "
22. " " 18 Pous to 19 Magh " January 1843 "
23. " " 20 Magh to 18 Falgoon " February " "
24. " " 19 Falgoon to 19 Chaitra " March " "
25. " " 20 Chaitra, to 18 Baisakh, 1250; April " " "
26. " " 19 Baisakh to 18 Jaistha " May " Monthly accounts
27. " " 19 Jaistha to 17 Ashar " June " "
28. " " 18 Ashar to 16 Sraban " July " "
29. " " 17 Sraban to 15 Aswin " Aug-Sept. " "
30. Rokar (Cash Book) 16 Aswin to 15 Kartick, 1250 October, 1843 "
31. " " 16 Kartick to 16 Aghran " November " "
32. " " 17 Aghran to 16 Pous " December " "
33. " " 18 Pous to 19 Magh " January, 1844 "
34. " " 19 Falgoon to 19 Chaitra " March " "
35. " " 20 Chaitra to 19 Baisakh, " April " "
36. Khatian (Ledger) (1250-51) January to December, 1844 pages 365

*Maharani Susharmoyee's Books of Accounts*

1. Rokar, Cash Book of Kartri Maharani Susharmoyee. 7 Bhadra to 30 Chaitra, 1250. 22 August, 1843 to 11 April, 1844.
2. Rokar, Cash Book of Kartri Maharani Susharmoyee, 1 Baisakh to 31 Chaitra, 1251, (12 April, 1844 to 11 April, 1845).

3. Ledger of 1252, (1845-46), (Horribly mutilated)
4. Cash Book Could not be opened

*Maharani Swarnamoyee's Books of Accounts*

1. Cash Book Calcutta 1251/1844-45
2. Do Cossimbazar 1251/1844-45
3. Ledger (60 pages) 1252 (1845-46)
4. Cash Book Do (Upto Aswin)
5. Cash Book Baisakh to Chaitra 1252 (1845-46)
6. Cash Book Pucca, 1 Baisakh to 30 Chaitra 1252 (12 April 1845 to 10 April, 1846)
7. The little Cash Book Baisakh to Sraban 1253 (1846-47)
7. Ledger (25 pages) Baisakh to Sraban 1253 (1846-47)
8. Cash Book Baisakh to Bhadra, 1253 (1846-47)
9. Cash Book, 1 Baisakh to Aswin 1254 (13 April to 16 Sept. 1847)
10. Cash Book, 1 Kartick to 30 Kartick 1254 (17 October to 15 December 1847)
11. Cash Book, 23 Bhadra to 30 Chaitra 1254 (7 Sept. 1847 to 11 April 1848)
12. Cash Book (362 pages) 1254 (1847-48)
13. An order book of payments 1259 (1852-53)
14. Book of Advances 1268 (1861-62)
15. Printed Cash Book 1300 (1893-94)
16. Cash book of Puja gifts, 1295-1303 (1888-1896),
17. Book of loans, 1301-1304 (1894-1897).

## Appendix No. 1A

Deeds of purchase chronologically arranged  
1804—1832  
(1210—1237)

## A. Murshidabad

No.	Eng. date	Date of the deed	Item	Name of the purchaser	Value
1.	1809 October	9 Kartick 1216	Bramhattor land 6 bighas	Brajanandababu	Rs. 40 + Rs. 5
2.	1813 May	25 Baisakh 1220	Land and garden	Baidyanath Roy Chaudhuri	Rs. 71 + Rs. 10
3.	1815 September	17 Bhadra 1222	4 bighas 12 khattas land	Kumar Harinath Roy	Rs. 63
4.	1816 January	8 Magh 1222	6 bighas Lakheraj	do	Rs. 227
5.	1816 do	do	do	do	Rs. 227
6.	1816 May	2 Jaistha 1223	a house	Kunjabechari Chottopadhyaya	Rs. 1941
7.	1818 February	5 Magh 1224	6 bighas 12 kattas land	Kumar Harinath Roy	Rs. 25
8.	1818 April	27 Chaitra 1224	2 bighas 7 kattas 62 trees	do	Rs. 140
8A.	1818, 15 October	30 Aswin 1225	34 bighas land	??	Patta
	<i>Harinath attained the charge of the estates on 1 Baisakh 1227 (April 1820) and became formally major on 20 Bhadra 1227 (5 September 1820) at the age of 18.</i>				
9.	1820, 9 May	1227	a house	Maharaja Harinath Roy	Rs. 175
				Mahashay	
10.	1821 January	28 Pous 1227	a house	do	Rs. 100
11.	1821 April	2 Baisakh 1228	Land	?	Patta
12.	1821, 26 May	21 Jaistha 1228	a house	Maharaja Harinath Roy	Rs. 20
13.	"	do	house and land	do	Rs. 4
14.	"	do	house and garden	do	Rs. 4
15.	" 7 July	25 Ashar 1228	land	European name	Rs. 2
16.	" do	do	land	do	Rs. 6
17.	" 31 December	18 Pous 1228	trees	do	Rs. 10
18.	1822 10 April	29 Chaitra 1228	zemindari right	Makhanlal Mahato	Patta
19.	1823 21 February	12 Falgoon 1229	land, house and garden	Maharaja Harinath Roy	Rs. 3351
20.	1824 February	20 Magh 1230	land and garden	Kumar Harinath Roy	Rs. 20
21.	1825 February	18 Magh 1231	a house	Maharaja Harinath Roy	Rs. 300
22.	" March	17 Falgoon 1231	a house	do	Rs. 451
23.	" do	do	a house	do	Rs. 105

<b>Murshidabad (Contd.)</b>					
<i>Serial</i>	<i>English date</i>	<i>Date of the deed</i>	<i>Item</i>	<i>Name</i>	<i>Price Rent/Revenue</i>
24.	1825 March	17 Falgoon, 1231	a house	Maharaja Harinath Roy	Rs. 201
25.	1826 January	23 Pous 1232	a house	do	Rs. 64
26.	" April	16 Chaitra 1232	jote in Revenue sale	do	Rs. 110
27.	1826 14 April	3 Baisakh 1233	Zemindari in Revenue sale	do	Rs. 3331-2-12
28.	" 25 July	8 Sraban "	½ Taluk in Revenue sale	do	Rs. 1800
29.	" July	11 Sraban "	a house	do	Rs. 1000
30.	1827 16 March	3 Chaitra "	½ Taluk in Revenue sale	do	Rs. 1800
31.	" 14 April	2 Baisakh, 1234	Mahal in Revenue sale	do	Rs. 100
32.	" do	do	a house and land	do	Patta
33.	1828 February	16 Magh 1234	a garden of 528 trees	do	Rs. 440
34.	" March	8 Falgoon "	a house	do	Rs. 450
35.	" April	2 Baisakh 1235	lands	do	Patta
36.	" May	26 Baisakh "	a house	Nimai Charan De	Rs. 850
37.	" December	21 Agrahayan "	a house	Maharaja Harinath Roy	Rs. 171
38.	1829 February	5 Falgoon "	a house	Jaigobinda Maitra	Rs. 171
39.	" May	19 Baisakh 1236	a house	Maharaja Harinath Roy	Rs. 700
40.	" do	20 Baisakh "	a house	do	Rs. 10
41.	" do	do	lands	do	Rs. 60
42.	" November	1 Agrahayan 1236	trees and land	do	Rs. 100
43.	1831 August	17 Sraban 1237	a house	do	Rs. 33
44.	1831 May	9 Jaistha 1238	a house	Harish Chandra Ghosh	Rs. 100
45.	" July	18 Ashar "	land	Maharaja Harinath Roy	Rs. 282
46.	" November	13 Agrahayan "	Zemindari Amalnama	do	Revenue sale
47.	1832 January	27 Pous "	a house	do	Rs. 375
48.	1821 January	15 Magh 1227*	4 villages in Burdwan	do	Rs. 20,000

\*The property really is in Burdwan but the Pargana covered both the Murshidabad and the Burdwan districts at the time of purchase.

<b>B. Nadia,</b>					
1. 1817 September		13 Aswin	1224	Revenue sale	Rs. 3,55,000
2. 1818 April		27 Chitra	1224	Purchase	Rs. 140
3. 1823 May		23 Baisakh	1230	Patta	
<b>C. Rungpur</b>					
1. 1824, 10 February		29 Falgoon,	1230	Revenue sale	Rs. 30,400
		A Pargana in Revenue sale			



<i>Serial</i>	<i>English date</i>	<i>Date of the deed</i>	<i>Item</i>	<i>Name</i>	<i>Price Rent/Revenue</i>
			<b>D. Calcutta</b>		
1.	1824, 5 April		302 U.C.R. house	Raja Harinath Roy	Rs. 24,000
			<b>E. United Province, Brindaban</b>		
1.	1824, 25 April		a house and a garden	do	?
2.	1831,		do		?
			<b>F. Orissa, Puri</b>		
1.	1818 June	22 Jaistha 1225	Jagannathdham (Srikshetra)	do	Rs. 1150
<b>Appendix No. 1B</b>					
<b>Properties of Krishnamath Roy</b>					
<b>1832-1844 (1237-1251)</b>					
<b>Marshidabad</b>					
1.	1242/1 March, 1836	J. D. Herklots	3 Bighas land in Banjetty near Shalloh tank		Rs. 5
2.	6 Chaitra/1242 17 March, 1836	Sekh Golam Samdani	Kismat Saidabad (part) (Taluk) by Revenue sale the prop. of Golam Murtaza and others	Rs. 85 Collector's Baynama	11-15-5 Annual rent
3.	3 Baisakh 1243/1836	Dr. George Macpherson	Takes the lease of 23B-12-1CH land in Banjetia which formed a part of late Krishnadhan Babu's estates, from Ram-jadab Sinha, Sadar Nayeb for an annual consideration of		Rs. 32-11-12
4.	22 Baisakh 1243 3 May, 1836	Ananda Chandra Sharma	Kismat Cossimbazar in Pargana Chuna-khali from Bhairab Chandra Chowdhury by Revenue sale. Talukdari right		
5.	22 Ashar 1243 1836	Kumar Kissen Nath Roy	The above property was transferred by Ananda Chandra Sharma Tarafdar for		Rs. 125/24-2-5 Revenue
6.	31 Ashar 1243 1836	Kumar Krishnanath Roy	Sekh Golam Samdani sold the Saidabad property for a consideration of		Rs. 130 Rs. 97

Serial	Date B/E	Name	Prop.	Price	Rent/Revenue
7.	19 Falgoon 1243 March 1837	Krisnanath Roy	Got a Dewani Decree against Radha Benode Das who owed him Rs. 5000/-. He purchased the property by paying Rs. 2000/- and Rs. 635/-. The price for the deed was fixed at Rs. 3000/-. The property was Kismat Baidyabati, Palanda and Pati Bahadurpur etc.	Rs. 3000	
8.	15 Chaitra, 1243 1837	Krisna Nath Roy	Land acquired by Mritunjoy Das on behalf of the Zemindar Krisna Nath Roy. Land made Khas was 3 Kattas in Cossimbazar under Mouza Jhaukhola which belonged to Haradhan Kalsahani. A house and garden in Chunakhali Pargana from Brajakishori Dutta	Rs. 316-12-5	Later called Jamaibabu's house
9.	14 Aswin, 1244 1837	Gobindasundri Dasi	Khas Mahal land of Cossimbazar in Pargana Chunakhali on lease upto 10 years, Over 19 Bighas of land		Rs. 20-5-5 per annum
10.	16 Ashar 1246 1839	Kumar Krisna Nath Roy	Decree against Mahananda Roy. His house, stable, garden and tank in Gar Berhampore acquired.	By a court decree.	
11.	4 Bhadra 1246 19 Aug. 1839	Kumar Krisna Nath Roy	House, tank, trees and land sold by Krisnalal Das alias Nandalal Das son of of Bhagbat Khansama, grandson of Nakul Barik in Sreepur in Pargana Chunakhali	Rs. 29	
12.	25 Sept. 1839	Do.	Dr. G. G. Macpherson takes lease of 12 Bighas and 6 Kattas of land in Mouza Banjetia in Pargana Samakhali. This land was in the south of the house of John Herklots. The house belonged to Mr. Shulton and included silk house, filatures, mulberry trees and garden with the cottages of distressed persons on the west side of Mr. Shulton's tank. The property belonged to Krisnadhan Bose and the patta was granted by Ramjadab Sinha, the Sadar Nayeb.		Rs. 17-2-12 Annual rent
13.	9 Falgoon 1246 1840				

<i>Serial</i>	<i>Date B/E</i>	<i>Name</i>	<i>Prop.</i>	<i>Price</i>	<i>Rent/Revenue</i>
14.	5 March 1840	Krisna Nath Roy	Bought the land Hatha commonly known as Nengribibi's Hatha from Dr. G. G. Macpherson, Agent of Miss Watson along with the lands tanks and garden.	Rs. 4500	
15.	25 Baisakh, 1247 1840	Ramlochan Lahiri	A tank in Banjetia lease patta for Rs. 2/- per annum given by Radhakrishna Datta for and on behalf of Zemindar Dewan Enayetulla Ali Chaudhuri Sahab.		
16.	9 Pous, 1247 1840	Do.	Lease of 18 Bighas 6 Kattas in Mouza Banjetia for Rs. 18-6-12 per annum from Brajagobindanath Roy for and on behalf of Talukdar Mathura Mohan Basu.		
17.	28 Magh 1247 1841	Krisna Nath Roy	Ramlochan Lahiri leases a house which belonged to Gangadas Sipahi having an area of 1 Bigha 1 Katta for Re. 1/- per annum in Kismat Kasimnagar Mouza Sreepur from Rajiblochan Ghosh and Srinibas Sarkar for and on behalf of Rajkishore Roy and other Zemindars.		
18.	25 Sept. 1841	Krisna Nath Roy	The house garden and land including Bramhattor of Ram Narayan Bhattacharyya decreed for Rs. 575 in Saidabad bought by decreed sale.	Rs. 575.	
19.	4 Agrahayan 1248 1841	Ramlochan Lahiri	Lease of 1 Bigha land in Taraf Bishnupur for the annual rent of Rs. 3/- from the Ijaradar of the Khas Mahal Rajkishore Sarkar through Ramlochan Adhikari,		Rs. 3. Annual rent
20.	7 Falgoon 1248 1842	Maharaja Krisna Nath Roy	Buys the house, land, garden and shop rooms of Bari Khan of Khagra in Pargana Kantanagar, Taraf Pargopjan.	Rs. 200.	
21.	7 Falgoon 1248 1842	Mahamahim Maharaja Krisnanath Roy	Buys from Gour Chandra Sharma Bagchi a house in Pargana Kantanagar, Taraf Pargopjan near Khagra Bazar.	Rs. 35.	
22.	7 Falgoon 1248 1842	Do	Buys from Ram Chandra Nandi son of late Kamal Nandi and grandson of Baidyanath Nandi and Debi Dasi wife of Narayan Nandi in Khagra etc. a house with land, garden etc.	Rs. 300.	

<i>Serial</i>	<i>Date B/E</i>	<i>Name</i>	<i>Prop.</i>	<i>Price</i>	<i>Rent/Revenue</i>
23.	18 Falgoon 1248 1842	Mahamahim Maharaja Krishnanath Roy	Buys from Mohanlal Saha and Amritlal Saha sons of late Ramprosad Saha, their house, land, garden in Khagra.	Rs. 401.	
24.	19 Falgoon, 1248 1842	Do.	Buys from Chuan Bewa w/o Nan Sekh and the land and house occupied by Bochu Sekh	Rs. 70.	
25.	24 Falgoon, 1249 1843	Krisnath Roy	Minor's land in Pargana Chunakhali Chak Kaksar fell under the sunset law. A fresh lease was granted after payment of the arrears, Land 241 Bighas 14K, Another deed of this year missing		Annual rent Rs. 164-9-8 fixed by the Collector Murshidabad
26.	16 Bhadra, 1250 1843	Do.	Minor's land in Pargana Kantanagar Mouza Maheshpur Lakheraj land of 155 Bighas 10—15g was confiscated by Regulation 3 but returned and released as per court order. The annual rent of Rs. 128-2-3 was changed to Revenue of Rs. 64-1-2 under Permanent Settlement, by the order of the Collector Amalnama issued by Collector. Same order for Purandarpur Mouza of 85 Bighas.		Revenue fixed at Rs. 33-4-7 under Permanent Settlement
27.	30 Sraban, 1251 14 August, 1844	Do.	Beel Chatra from Kamalmani Brahmani in Saidabad		Rs. 300p. a.
<b>Dinajpur</b>					
28.	18 Pous 1247 31 December 1840	Krisnanath Roy	Bought Pargana Bijjanagar from Mr. D. Nicolborne	Rs. 45.	
<b>Calcutta</b>					
29.	April, 1897	Do.	Sibpur property by Court sale, Shalimar	Rs. 35,000-0-0	
<b>Maldah</b>					
30.	May, 1841	Do.	Amrool properties		

<i>Serial Date B/E</i>	<i>Name</i>	<i>Prop.</i>	<i>Price</i>	<i>Rent/Revenue</i>
31.	11 Jaistha, 1250	Do		
		<b>Bogra</b> There are no deeds but the list of properties show that on 11 Jaistha, 1250 a Pattani Kabuliyat was granted to Krishnanath Roy of Mahal Dihi Boalia, Touzi Nos, 103 and 106 of Bogra Collectorate.		
32.	27 Bhadra, 1244			
		<b>Nadia</b> Pargana Plassey Char Bidupara and Chhaitanpur taken on settlement from Collector by Rani Susharmoyee and Rani Harasundari as the guardians of minor Kumar Krishnath Roy. It is a Ganga-char. The two Ranis as guardians of Kumar Krishnanath Roy take settlement of 1305 Bighas in Pargana Buran Mouza Boyar-ghata Balta, Chitpur and Nabatkati for 10 years.		Annual rent Rs. 313-8-0
33.	11 Magh, 1241			
34.	21 November, 1847			
		Becl Madia taken on Permanant Settlement 2057-10-3 Bighas from Nadia Collector.		Rs. 917-15-1 Annual rent

## Appendix 1C

### Properties of Maharani Swarnamoyee 1844—1897

#### Murshidabad

- |   |  |
|---|--|
| 1. Sl. No. 365, 11 Sraban, 1251               | Sujanagar niskar mahal 10-anna share purchased for Rs. 325.  |
| 2. „ „ 368, 10 Pous 1252                      | In Jhaukhola Cossimbazar a house and garden for Rs. 7  |
| 3. „ „ 438, 15 May 1847<br>(1254)             | Sale by G. G. Macpherson and Lyall Metison Co. of the silk factory in Cossimbazar.                           |
| 4. „ „ 439, 30 May 1847<br>(1254)             | Sale by James Lyall of the Cossimbazar factory (part) including Residency etc.                               |
| 5. „ „ 345, 3 Ashar 1255                      | Took Darpattani of a Jumma in Saidabad of Rs. 100 for Rs. 400.   |
| 6. „ „ 387, 1 Baisakh 1256                    | Pattani of Gudhi in Beldanga from Badarunnisa Begum, 4 annas share.  |
| 7. „ „ 405, 9 Ashar 1256                      | Pattani right of Sonadanga in Plassey Do. (2 annas) sold for Rs. 100.  |
| 8. „ „ 406, 21 Ashar 1256                     | Pattani right Do. Do. 4 annas Do. Do. bought for Rs. 200.  |
| 9. „ „ 316, 6 Agrahayan, 1257                 | 8 annas share of a house in Saidabad. Krisnaraijipara for Rs. 375 from Ram Majumdar.                         |
| 10. „ „ 317, 27 Pous, 1257                    | The other portion of the above from Narayan Majumdar for Rs. 50.   |
| 11. „ „ 350, 4 Falgoon, 1257                  | Tarachand Bhaduri the runner of Mr. Lyall sold his mango-jack fruit tree garden for Rs. 32.                  |
| 12. „ „ 440, 22 August, 1851<br>(1258 Bhadra) | Sale of the other part of the Cossimbazar factory from James Lyall.  |
| 13. „ „ 403, 14 Kartick, 1258                 | Jote of Karim Buksh in Kapasdanga for Rs. 1000 sold by his wife and son Kongri Bibi and Nimchand Nabata.     |
| 14. „ „ 491, 14 Baisakh, 1259                 | 39 Bighas of Lakheraj in Bhagirathpur from Tara-sundari Debya purchased for Rs. 370.                         |
| 15. „ „ 346, 10 Jaistha, 1259                 | Izara of Krisnachandrabati in Kantanagar for 7 years @ Rs. 325 from Ramnarayan Roy.                          |
| 16. „ „ 358, 9 Magh, 1259                     | 2½ Kattas of Lakheraj in Khagra Jhingapara from Draupadi Debya for Rs. 30.                                   |
| 17. „ „ 320, 13 Falgoon, 1260                 | A house in Saidabad in Pargopjan Mouza Kuchiamuri for Rs. 300 from Ramsundar Das.                            |
| 18. „ „ 374, 14 Falgoon, 1260                 | Purchase of a garden in Cossimbazar for Rs. 25 from Iswarchandra Ghosh and Pranbandhu Biswas.                |
| 19. „ „ 322, 17 Falgoon, 1260                 | Narargola in Pargopjan bought for Rs. 100.   |
| 20. „ „ 321, 18 Falgoon, 1260                 | A shoproom in Kuchiamuri in Pargopjan for Rs. 130 from Amritalal Saha.                                       |
| 21. „ „ 328, 4 Aswin, 1261                    | The house of late Jagannath Roy in Kalikapur (P. Chunakhali) sold by his daughter Annapurna Dasi for Rs. 10. |
| 22. „ „ 327, 28 Chaitra, 1261                 | A house in Saidabad Katmapara sold by Pyarisundari Dasi sold for Rs. 725/husband Sarbananda Roy.             |
| 23. „ „ 323, 24 Jaisthan, 1262                | Bramhattor in Chak Brindabanpur bought for Rs. 100, 41 Bighas and few Kattas from Ratanmoyee Debya.          |
| 24. „ „ 409, 30 Jaistha, 1262                 | Shoprooms in Pargopjan for Rs. 200 from Hariprasad Chaudhuri of Cossimbazar.                                 |
| 25. „ „ 319, 24 Ashar 1262                    | Nabin Munshi's house in Katmapara and Khagra for Rs. 130 and 151 respectively.                               |

26. Sl. No. 402(a) 27 Chaitra, 1262 Lakheraj of Baidyadhar Roy in M. Kapasdanga, Manicknagar sold for Rs. 500.
27. „ „ 388, 18 Baisakh, 1263 4 annas share of M. Plassey bought in Revenue sale for Rs. 510, previous owner Indradaman Singh.
28. „ „ 404, 26 Ashar, 1263 4 annas Pattanipatta of M. Plassey bought for Rs. 200 from Sundarimani Chaudhurani.
29. „ „ 400, 19 Kartick, 1264 Prop. land in Kuchiamuri in Pargopjan sold for Rs. 100 by Laxmimani Debya.
30. „ „ 493, 1 Pous, 1264 T. Nandanpur East ground Bramhottar 2 B. 2 K 4 C Patta by Bhagabati Debi.
31. „ „ 344, 19 March, 1858 (Falgun, 1264) Pattani Taluk, T. Dhanaipur bought in Revenue sale.
32. „ „ 337, 8 Jaistha, 1266 Chunakhali mango-jackfruit bagicha sold for Rs 100 by Iswarchandra Saha and Gopal Chandra Saha.
33. „ 445, 15 Pous, 1268 P. Gowash, Hooda Alaipur Pattani of Budharpara. Niamatpara, Dakshinpara etc. from Mr. George Macnaughton.
34. „ 355, 16 Chaitra, 1266 Shoprooms in Kuchiamuri in Ghatbandar Saidabad for Rs. 100 from Rashmani Dasi.
35. „ 381, 16 Chaitra, 1266 P. Chunakhali, M. Banjetia, 39 Bighas on Patta 24/13 p.a.
36. „ 331, 23 Aghran, 1267 House bought in court sale for Rs. 215 from Uddhab Halder in Cossimbazar.
37. „ 341, 6 February, 1861 (25 Magh, 1267) House in Saidabad bought in court sale for Rs. 124 from Munsif court.
38. „ 333, 19 Falgun, 1267 A 4 bigha-tank in Islampur for Rs. 81 from Brajaraj Bandopadhaya.
39. „ 492, 24 Falgun, 1267 A Patta in Nandanpur for taking lease of a garden.
40. „ 332, 25 Falgun, 1267 House bought in court sale by Dwarikanath Ghosh transferred to Rani for Rs. 30.
41. „ 329, 30 Chaitra, 1267 House in Saidabad bought on sale from Sakhisundari Dasi for Rs. 735.
42. „ 402(b) 16 Jaistha, 1268 Rameswar Bagchi of Jamserpur sells Lakheraj in Kapasdanga for Rs. 1000.
43. „ 354, 12 Ashar, 1268 Shop room in Khagra for Rs. 50 from Rashmani Dasi.
44. „ 334, 6 Aswin, 1268 Char Khidirpur 125 Bighas taken on lease for 183/8 p.a.
45. „ 340, 27 Aghran, 1268 House and Bramhottar in Krisnaraijipara, in Saidabad for Rs 100 from Kunjalal Thakur etc.
46. „ 335, 28 Magh, 1268 P. Kantanagar T. Pargopjan an orchard sold for Rs. 300 by Gopalchandra Saha in Berhampore.
47. „ 336 Do. Do. 4 bighas of land for Rs. 200 Do. Do. Do.
48. „ 338, 20 March, 1862 (Falgun, 1268) Patta of Char Khidirpur 125 Bighas (See No. 44).
49. „ 339, 29 Jaistha, 1269 A house in Kunjaghata in Saidabad bought for Rs. 612 from Bhubaneswar Biswas.
50. „ 342, 18 Ashar, 1269 6 Bighas Bramhottar in Pargopjan/Khagra for Rs. 708 from Madhusudan and Lalmohan Acharya.
51. „ 370, 3 Bhadra, 1269 P. Chunakhali, Kalikapur land taken on Patta.
52. „ 343, 13 Baisakh, 1270 House in Rajgunge, Saidabad sold for Rs. 250 by Gopal Dasi.
53. „ 347, 27 Baisakh, 1270 10 shoprooms in Khagra sold by Prankrisna Saha for Rs. 550.
54. „ 348, 24 Magh, 1270 Khasmahal Char Jajira-Dumuria, Touzi No. 560 purchased in R. S. for Rs. 50,000.
55. „ 351, 6 Sraban, 1271 James Lyall sold Touzi No. 1413 Khas Mahal for Rs. 1400.
56. „ 398, 16 Sraban, 1271 House in Khagra sold for Rs. 200 by Menaka Sundari Dasi.

57. Sl. No. 349, 27 Sraban, 1271 A garden in Cossimbazar for Rs. 60 from Dwarikanath Bhaduri.
58. „ „ 386, 13 September, 1864 (Bhadra 1271) Touzi No. 87 of Shyama Charan Bhatta purchased on Rev. sale for Rs. 300.
59. „ „ 352, 17 Magh, 1271 No. 582 Khas Mahal Ramdaspur T. Kadirpur taken on patta.
60. „ „ 435, 8 Falgoon, 1271 Amalnama for 15 bighas of Katlamari/Mohangunge.
61. „ „ 353, 25 Falgoon, 1271 P. Asadnagar Hooda Ramdaspur *nilam kharida byna*/Kadirgunge.
62. „ „ 356, 10 Ashar, 1272 The house of late Srinibas Sarkar sold in court sale for Rs. 200, each sharer surrendering his share.
63. „ „ 479, 5 Bhadra, 1272 P. Gowash 38 bighas in M. Kanaipur etc. 59 Bighas in Chandpur for Rs. 385.
64. „ „ 359, 28, Pous, 1272 Land on the west of late Gobindasundari's house for Rs. 11.
65. „ „ 361, 12 Chaitra, 1272 A house in Krisnaraijipara for Rs. 530 niskar from Bipracharan Roy.
66. „ „ 448, 25 March, 1866 Bought in Court sale No. 5/211 Memo for. 12 Chaitra 1272 Rs. 7 all properties of Jamuna Dasi.
67. „ „ 360, 1 Jaistha, 1273 Taraf Katlamari, 50½ bighas land Bramhottar for Rs. 20 annual rent.
68. „ „ 372, 2 Aswin, 1273 Pargopjan, Kuchiamuri, house with walls land etc.ri for Rs. 300 from Banshibadan Saha and Bankubecha Saha.
69. „ „ 364, 27 Aswin, 1273 A house and hata on the Ganges in Cossimbazar for Rs. 850 from Gopinath Chaudhuri.
70. „ „ 363, 2 Chaitra, 1273 Land on west of Sahjibagan in Cossimbazar with land and praja, Rent Rs. 4/6. p.a.
71. „ „ 362, Chaitra, 1273 A house in Krisnaraijipara sold for Rs. 300 by Brajanath Pramanick.
72. „ „ 371, 21 Baisakh, 1274 Foundation of house in Khagra for Rs. 100 from Ramratan Mukhopadhaya of Saktipur.
73. „ „ 477, 23, Ashar, 1274 4 bighas of land in Dihi Beldanga for Rs. 16 from Paresh Kabiraj.
74. „ „ 415, 7 Aghran, 1274 Pargopjan, Joychandrapur, Khagra Beeldhar land for Rs. 55 from Rajkishore Ghosh.
75. „ „ 393, 27, November, 1867 (Aghran, 1274) Touzi No. 87 by Revenue sale for Rs. 2550, Gudhia and Beldanga.
76. „ „ 330, 16 Pous, 1274 Sripur (Chunakhali) sale of a house for Rs. 145 by Marmasakhi Debi.
77. „ „ 375, 25 Magh, 1274 Bramhottar 12½ kattas in Saidabad for Rs. 100 sold by Durgadas and Gurudas Mukhopadhaya.
78. „ „ 467, 3 December, 1868 Touzi No. 1441—in Revenue sale for Rs. 105. (19 Aghran, 1275)
79. „ „ 377, 25 July, 1869 Revenue sale of a garden and orchard of Satkari Mondal for Rs. 43 having Mango, jackfruit and bamboo. (6 Sraban, 1276)
80. „ „ 373, 23 Aghran, 1276 House, orchard, tank of Iswarchandra Ghosh of Cossimbazar for Rs. 225.
81. „ „ 376, 25 Falgoon, 1276 P. Garerhat, Kis. Ramnagar, 2 bighas Brahmattor for Rs. 25 from Byakul Mondal.
82. „ „ 457, 20 Jaistha, 1277 Amalnama for Lakheraj jote Sarbajay in Katlamari for 5 years in the name of Khajanchi Harimohan Barat.
83. „ „ 378, 16 Jully, 1870 Baynama of Collector for 25 bighas land in Katlamari purchased by Maharani for Rs. 25 from Mukram Ali Mian. (Sraban, 1277)
84. „ „ 379 Do. Do. Do. Manjuri Bibi sells 383B, 10K, 2½C for Rs. 225-13-0.
85. „ „ 410, 17 Bhadra, 1277 Mouza Bhatpara Lakheraj 55 Bighas and Khariji 37 Bighas for Rs. 1100 sold by Suradhani and Prasannamoyce Dasi.



86. Sl. No. 380, 3 Agrahayan, 1277	12-20-3 Bighas Brahmattor sold for Rs. 126 by Kamini Kumari Debi of Cossimbazar.
87. „ „ 430, 6 May, 1871 (24 Baisakh, 1278)	Sale certificate of Nabcepur in Katlamari for Rs. 179.
88. „ „ 383, 30 Baisakh, 1278	Izara Patta of Touzi No. 82 for 10 years @ Rs. 25. p.a. Decree of Mohangunge in P Katlamari sold for Rs. 223. The entire property of Jadu Mondal.
89. „ „ 436, 3 June, 1871 (Ashar, 1278)	Lakheraj land house garden of Frankrisna Seal of Cossimbazar for Rs. 1500.
90. „ „ 384, 24 Aghran, 1278	Chandnibazar in Khagra bought from Hiralal Chaudhuri for Rs. 50 pucca shoproom and land.
91. „ „ 385, 11 Falgoon, 1278	T. Katlamari jote of Mukram Ali Mian (see No. 83) for Rs. 45.
92. „ „ 458, 21 March, 1872 (Falgoon, 1278)	Amalnama for the land and building of Radharaman Bati 1½ Bighas of Kshetranath Bandopadhyaya.
93. „ „ 493 9 Jaistha 1279	P. Pargopjan, Mouza Dewangunge 9 B 10K in Hat Khagra for Rs. 75 from Ramkumar De.
94. „ „ 413, 10 Jaistha, 1279	Touzi No. 87 Gudhia and Beldanga for Rs. 2800 sold by Shyamacharan Bhatta (See No. 75).
95. „ „ 389 27 Ashar 1279	Touzi No. 224 Mouza Plassey etc. for Rs. 1500 from Shyamacharan Bhatta and Ishan Chandra Roy.
96. „ „ 390, Do Do	Do Do — Maharani's serestadar Tarani Roy purchaser.
97. „ „ 391, Do Do	Kabala for Rs. 100 granted by Pattanidar Badarunnesa Begum on annual rent.
98. „ „ 392, 19 Sraban, 1279	Mouza Kapasdanga jote of Sundarimani Chaudhurani sold for Rs. 6500-14-9.
99. „ „ 396, Do Do	P. Chunakhali Kismat Cossimbazar jote for Rs. 43 on annual rent by Tarini Roy from Kshetranath Bandopadhyaya and Jogindramani Debya (See No. 93).
100. „ „ 394, 6 Bhadra, 1279	Touzi No. 87 (See No. 95) for Rs. 1500 Kabala by Shyamananda Bagchi.
101. „ „ 395, 7 Bhadra, 1279	Touzi No. 1441 in Chunakhali for Rs. 100 from Mathura Chottapadhyaya (see No. 78).
102. „ „ 466, 4 Aghran, 1279	House and land sold to Chandramohan Goswami Treasurer of Maharani in Khagra for Rs. 125 by Chandra Kanta Mukhopadhyaya. Land 1B 10K.
103. „ „ 397, 1 Pous, 1279	Pargopjan, Magui Kuchiamuri house of Gopaldas Mahanto sold for Rs. 50 to above.
104. „ „ 399, Do Do	Shoproom in Khagra by Hara Chaudhurani sold for Rs. 69.
105. „ „ 401, 17 Pous, 1279	House/land of Kshetramani Dasi of Khagra for Rs. 100 sold to Chandramohan Goswami.
106. „ „ 382, 17 Baisakh, 1281	Shoproom in Katmapara for Rs. 80 bought from Prasannamoye Dasi.
107. „ „ 408, 14 Ashar, 1281	House, shoproom land/P. Pargopjan in Maguikuchiamuri/Khagra bought for Rs. 500 from Ramkrishna Bhattacharya.
108. „ „ 407, 3 Sraban, 1281	Kabala of Mathuranath Chattopadhyaya for the sale of Touzi No. 1441 for Rs. 375 (See No. 102).
109. „ „ 456, 6 Sraban, 1281	Pargopjan/Radhacharandas Bairagi sold his land 4B 15K for Rs. 400.
110. „ „ 411, 15 Aghran, 1281	Do Pulinchandra Mondal sold his 5K land and jote for Rs. 63 @ Rs. 6 p.a. rent.
111. „ „ 412, 21 Falgoon, 1282	Touzi No. 1792 Baluchar Radharamanbati sold for Rs. 287 by Kshetranath Bandopadhyaya.
112. „ „ 488, 29 Falgoon, 1282	M. Kasimbagar, orchard/land bought for Rs. 500 from Jadab Mondal in Cossimbazar.
113. „ „ 416, 11 Ashar, 1283	P. Pargopjan/Joychandrapur/Khagra land and orchard for Rs. 175 from Jadab Saha.
114. „ „ 414, 28 Ashar, 1283	

115. Sl. No. 425, 20 Jaistha, 1284 P. Kantanagar, Chunakhali, Janmahammedpur house land orchard for Rs. 500 from several muhammedans.
116. „ „ 431, 21 February, 1878 Revenue sale of Banjetia land for Rs. 2-8-0.  
(Falgoon, 1284)
117. „ „ 432, 28 February, 1878 Decree/court sale for Re. 1 the entire property of Hiralal Chaudhuri.  
(Falgoon, 1284)
118. „ „ 433, Do Do Do The land of the above decree in court sale for Rs. 6.
119. „ „ 434, Do Do Do Court's certificate on the above sale of Re. 1 (See No. 117).
120. „ „ 496, 9 Baisakh, 1285 P. Gowash, Chandpur 33 Bighas sold for Rs. 33 by Chandragobinda Tewari.
121. „ „ 497, 12 Kartick, 1285 Do. M. Jharurpara 7 Bighas of land sold for Rs. 56-6-10 by Bhagabati Debi.
122. „ „ 417, 9 Jaistha, 1286 Cossimbazar, Tantipara, Court sale, house of Ramchand Chattopadhyaya for Rs. 200.
123. „ „ 418, 19 June, 1879 Decree No. 489 of 1878, Tarini Debi's house and land sold for Rs. 102-8-0.  
(Ashar, 1286)
124. „ „ 419, 22 Pous, 1286 Cossimbazar 1 Bigha land/orchard sold for Rs. 60 to Maharani.
125. „ „ 422, 3 Chaitra, 1286 Cossimbazar, 5 Bighas orchard/land sold for Rs. 91 by Ishanchandra Chaudhuri in Chunakhali Mouza Rathotola.
126. „ „ 420, 8 Chaitra, 1286 Cossimbazar, Sripur/house garden sold for Rs. 400 by Biharilal Ghosh.
127. „ „ 421, 17 May, 1880 House in Tantipara of late Permlal Pal bought in Court sale in the name Beerchandra Sarkar, Decree of Bhandarkhana for Rs. 20.  
(Jaistha, 1287)
128. „ „ 423, 19 Ashar, 1287 P. Kantanagar, orchard in Kharga sold for Rs. 50 by Kshudiram Bhattacharya.
129. „ „ 424, Do Do Do Do land for Rs. 110 from the lessor Chamru Sekh.
130. „ „ 426, 32 Jaistha, 1288 P. Chunakhali, Cossimbazar, orchard sold for Rs. 100 by Saudamani Debi.
131. „ „ 441, 7 October, 1881 Entire property of Bengal Silk Company (English deed).  
(Aswin, 1288)
132. „ „ 437, 24 July, 1882 Babulbona Kuthi of Bengal Silk Company sold for Rs. 3500, 15-10-3 Bighas Lakheraj land.  
(9 Sraban, 1289)
133. „ „ 442, 18 September 1882 Katlamari land B 19-15-2 of Kalidas Chakraverty by court sale in Azimgunge Munsif's court Decree No. 274.  
(Aswin, 1289)
134. „ „ 443, May, 1883 One year's patta of Bisnupur Beel for Rs. 1140 from Khasmahal, Touzi No. 569 given by the Collector.  
(Baisakh, 1290)
135. „ „ 427, 7 June, 1883 Rev. sale of Cochgiria pattani mahal for Rs. 5 Astam, annual rent Rs. 176 bought in Benami by Muktear Ramananda Mukhopadhyaya.  
(Jaistha, 1290)
136. „ „ 444, 28 Bhadra, 1290 Berhampore settlement area bought an orchard for Rs. 350 from Haripada Devi.
137. „ „ 450, 11 August, 1885 Gowash Ambarpur of Hridaya Krisna Sen, Lakheraj, Rent Decree No. 300 for Rs. 80 by Azimgunge Munsif Court.  
(Sraban, 1292)
138. „ „ 449, 21 November, 1885 Chunakhali Pargana/Kismat Saidabad Rev. sale of Krisnarambati for Rs. 125 including the house, garden and tank.  
(Aghran, 1292)
139. „ „ 446, 25 March, 1885 Rev. sale, Mouza Gudhia for Rs. 5.  
(Chaitra, 1291)
140. „ „ 447 Do Do Do Decree No. 210 prop of Korardanda for Rs. 3.
141. „ „ 451, 30 April, 1886 Rent decree sale of the above lands for Rs. 58.  
(Baisakh, 1293)

142. Sl. No.	481, 21 September, 1886 (Aswin, 1293)	Mouza Bisanupur in Kandi in Revenue sale for Rs. 190.
143. „ „	460, 1293	Kabala of Hriday Krisna Sen (See No. 137)
144. „ „	452, 25 August, 1887 (Bhadra, 1294)	Revenue sale Chak Kaksha for Rs. 7.
145. „ „	453, 27 Aghran, 1294	Dihi Dumuria (Jajira) bought for deity Sri Sri Laxminarayan for Rs. 1605.
146. „ „	455, 11 Jaistha, 1295	Pargopian Magui Kuchiamuri land for Rs. 50 from Ramkrishna Saha.
147. „ „	454, 6 Kartick, 1295	Do Do including house for Rs. 50 from Sitab Bibi.
148. „ „	456, 12 Pous, 1296	House and land in Katmapara for Rs. 550 bought from Ramsaran Bidyabagish.
149. „ „	461, 7 Chaitra, 1297	House and garden in Khagra for Rs. 600 from Kalidas Saha.
150. „ „	462, 5 Jaistha, 1298	House and garden in Saidabad for Rs. 225 from Bamasundari Debi.
151. „ „	464, 2 Ashar, 1298	Shepattani of Kanaipur and Radhakrishnapur in Saidabad for Rs. 950 from Shibkrishna Chaudhuri of Bhagirathpur.
152. „ „	463, 14 Baisakh, 1299	Shyamasundari Debi sells her Beldanga Kachari and Golabaris including Paddy Lakheraj land and tank for Rs. 2101.
153. „ „	471, 22 April, 1893 (Baisakh, 1300)	Touzi 224 Plassey etc. by Revenue sale for Rs. 805.
154. „ „	468, 31 Baisakh, 1300	Katlamari land of Robert Watson including land building the whole property on Permanent Settlement for Rs. 2-9-10 land being 1-10-1 Bighas.
155. „ „	472, 7 February, 1893 (Magh, 1300)	Revenue sale Pattani Touzi 224 for Rs. 805. (see No. 153).
156. „ „	469, 27 Falgoon, 1300	Mouza Doulatpur, Kanaipur vill. Lakheraj for Rs. 225, land 51-15-3½ bighas by Balaram Mondal.
157. „ „	470, 12 Sraban 1301	Touzi No. 1749 in Pargana Kashipur consisting Brahmottar 168-5-1½ bighas for Rs. 3900.
158. „ „	485, 18 August 1894 (Bhadra 1301)	Revenue sale of Nandanpur in Pargana Kashipur for Rs. 138 from Mritunjoy Bhattacharya.
159. „ „	486, Do Do Do	Mouza Chandpur Doulatpur etc. in Kashipur Pargana Rev. sale for Rs. 195 from Nabadwip Chandra Das.
160. „ „	498, 7 Bhadra 1301	Rev. sale Darpattani of Touzi 1176 for Rs. 1626 from Aghornath Bandopadhaya.
161. „ „	473, 24 Pous, 1302	Pargana Gowash Doulatpur Mouza 18-20-1½ Bighas Lakheraj for Rs. 183 from Miajan and others.
162. „ „	474, Do Do Do	Do 6-20-2½ bighas Lakheraj for Rs. 58, from Pareah Sarkar.
163. „ „	475, 24, Pous, 1302	Cossimbazar, Tantipara house/land Lakheraj for Rs. 195 from Mahendra Nath Sarkar.
164. „ „	502, 22 Falgoon, 1302	Pargana Chunakhali, Mouza Dayanagar, 10 Bighas Lakheraj orchard/tank for Rs. 400 from Ramdhan Kundu.
165. „ „	501, 2 Chaitra, 1302	Pargana Kantanagar, Mouza Purapara, 8 bighas Lakheraj orchard/tank for Rs. 400 from Babu Sekh or Jharu Sekh.
166. „ „	503, 25 Ashar, 1303	Pargana Chunakhali/Dayanagar house and land for Rs. 124 from Behari Bagdi.
167. „ „	504, Do Do	Do Do land sold by Pulin Bagdi for Rs. 80.
168. „ „	476, 7 September, 1896 (Bhadra, 1303)	Rev. sale Baluchar Sahanagar for Rs. 260 from Manick Sinha.
169. „ „	483, 2 Aghran, 1303	Pargana Coolberia/6 bighas land in Maharajpur for Rs. 12 @ 2/12 rent p.a.

170. Sl. No. 478, 14 Jaistha, 1304 Pargana Chunakhali/Mouza Cossimbazar land and house for Rs. 4500 sold by Radhikacharan Nandi.  
 171. „ „ 484, 19 July, 1897 Decree No. 244 on Doman Chandra Das for 4 bighas (Sraban, 1304) land in Kalitala in Beldanga for Rs. 20 by court sale.

### Rangpur

1. Sl. No. 490, 9 Aswin, 1261 Baharbund Patta given by Ramchandra Das/Bimala-sundari Dasya.
2. „ „ 504, 27 February, 1859/16 Falgoon, 1266 Property in Gayabari—Rs. 190.
3. „ „ 26 Sraban, 1268 Purchase of Lat Para and Lat Gar Bhatpur for Rs. 417, Rent Rs. 176 p.a.
4. „ „ 865, 5 Magh, 1273 Permanent Settlement of Pargana Bagda for Rs. 611 (i).
5. „ „ 866, 8 Jaistha, 1273 Mouza Chandipur taken on Darpattani at Rs. 1000 + Rs. 2500.
6. „ „ 864, 31 Chaitra, 1273 Another Darpattani p.a. Rs. 722-14-0 Jalkar + 1626-7-10 for property.
7. „ „ 867, 1273 Bagda Pargana taken at Rs. 2000 p.a. + Rs. 4000 from L.P.S. Dugar. (ii)
8. „ „ 868, 1273 Debipur etc. for Rs. 7352-10-0.
9. „ „ 869, 27 Ashar, 1274 More Properties in Bagda and Khupi for Rs. 1100/2887-8-0 (vi).
10. „ „ 870, 31 Chaitra, 1273 Darpattani of Sibpur for Rs. 1179 in Bagda (vii).
11. „ „ 871, 10 Agrahayan, 1295 Bagda (iii)
12. „ „ 872, 15 Baisakh, 1273 Parganas Khupi and Bagda (iv).
13. „ „ 873, 24 Baisakh, 1295 Properties of Chatrapati Sinha bought at high price in Bagda (xv).
14. „ „ 874, 15, Baisakh, 1273 Khupi and Bagda etc. (v).
15. „ „ 875, 12 Jaistha, 1273 Do Jalkar Kashipur in Khupi (viii).
16. „ „ 876, 12 Jaistha, 1273 Do Mouza Narayanpur. All properties of Lachhmi-pat Sinha (ix).
17. „ „ 877, 1273 Do (x).
18. „ „ 878, 5 Magh, 1273 Do. (xi).
19. „ „ 879, 1273 Do Bagda for Rs. 1173-8-0 Kanchanpara (xii).
20. „ „ 880, 16 Ashar, 1271 Do (not available) (xiii).
21. „ „ 859, 19 Magh, 1268 Do (xiv). lost

\* The 15 properties of Bagda shown thus : (xiv)

### Nadia

1. Sl. No. 121, 6 September 1848 Pargana Rajpur, Beel Roankuli, Beel Katlamari, 1255 Beel Ashrafpur taken on Annual Settlement for Rs. 281-9-0 of Bighas 1068-5-4 + Paosthi.
2. „ „ 120, 19 Baisakh, 1257 Mouzas Naopara, Katuli, Begdanga etc. for Rs. 1142 in Pargana Rajpur taken in Permanent Settlement.
3. „ „ 119, 5 Aswin, 1258 Beel Roankuli and Mahal taken on Permanent Settlement for Rs. 167-11-5 from the Collector.
4. „ „ 149, 8 Agrahayan 1263 House, Jalkar, Jumma and land in Gobindanagar for Rs. 1220.
5. „ „ 154, 16 Jaistha, 1265 Pargana Rajpur/21 years lease from Mr. Smith for Rs. 1225.
6. „ „ 383, 21 Bhadra, 1284 House and land in town Krisnanagar for Rs. 200.
7. „ „ 702, 23 Aswin, 1299 Patta of Meherpur for Rs. 7/8 per annum for building a house for the Estate.

8. Sl. No. 759, 15 June, 1895 Lease of Jalkar for 30 years from 1893 to 1922 of Touzi No. 2982 and 83 of Nadia covering Beel Dhala, Murutia and Tentulberia.

#### Faridpur

1. Sl. No. 183, 13 November, 1878 Taluk Mahal, Basudev Thakur, Touzi No. 2023 for for Rs. 25.
2. „ „ 182, 31 March, 1881 Buys Mahal Laxminarayan in Revenue sale Touzi No. 2016 for Rs. 210, in Brahmandi (Baynama given by Collector).
3. „ „ 190, 31 March, 1881 Buys Taluk Kashinath from Ramratan Thakur in Revenue sale Touzi No. 2320 for Rs. 125 (Baynama given by Collector).
4. „ „ 57, 20 July, 1881 Buys Khas Mahal of Suddar Jumma Kismat Bamankella Laxmandia in Revenue Sale Touzi No. 3719 for Rs. 1215 (Coll. E.B.G. Correy).
5. „ „ 184, 30 August, 1883 By sale Touzi No. 2027 belonging to Ramgopal Bhattacharya for Rs. 3.
6. „ „ 186, 30 August, 1883 By Revenue sale Touzi No. 2102 belonging to Ramchandra Chakraborty for Rs. 20.
7. „ „ 189, 30 August, 1883 Revenue sale Touzi No. 2264 belonging to Krisnachandra Chakrabarty for Rs. 2.
8. „ „ 185, 26 July, 1884 Revenue sale Touzi No. 2096 belonging to Haranath Chowdhury for Rs. 40.
9. „ „ 187, 26 July, 1884 Revenue sale Touzi No. 2224 belonging to Gourhari Thakur for Rs. 115.
10. „ „ 188, 26 July, 1884 Revenue sale Touzi No. 2263 belonging to Krisnaram Thakur for Rs. 45.

#### Pabna

1. Sl. No. 44, 23 May 1848 Lease of Char Dadapur in Habaspur from Collector for 10 years, Rent 393-1-0 p.a.
2. „ „ 64, 27 Bhadra, 1257 Swarnamoyee's name posted in place of Harinath in Habaspur etc.,
3. „ „ 213, 27 Aghran, 1259 Habaspur/Sengram Mouza etc. taken on permanent lease.
4. „ „ 217, 9 August, 1852 Jote bought covering the above villages.
5. „ „ 66, 22 Kartick, 1260 Habaspur/Brahmottar bought for Rs. 90.
6. „ „ 67, 23 Aswin, 1260 Do. Do. for Rs. 30.
7. „ „ 215, 6 June, 1862 Khas land in Durgapur taken on lease @ 2/13 p.a.
8. „ „ 196, 9 Pous, 1268 Revenue sale in Durgapur of 5 bighas of land.
9. „ „ 195, 19 March, 1865 Char Dadapur in Habaspur, Lease from Coll. of 3539-15-3 bighas for Rs. 987-12-8 for 10 years.
10. „ „ 271, 26 Jaistha, 1271 Pargana Muhammadshahi/annual lease of house.
11. „ „ 228, 15 Aswin, 1273 Char Dadapur another land, 10 years lease for Rs. 1795-1-7.
12. „ „ 286, 22 March, 1871 Rev. sale Touzi 35 called Hatkhali for Rs. 43,000.
13. „ „ 637, 24 Sraban, 1279 Pargana Bajuchup. Purchases part of Hatkhali from private people for Rs. 500.
14. „ „ 296, 5 January, 1876 Khas Mahal Char Dadapur for 10 years lease for Rs. 1636-13-7.
15. „ „ 658, 8 Aghran, 1285 Naopara/jote of Kedar Sarkar bought for Rs. 285.
16. „ „ 657, 8 Falgoon, 1286 Bhag Bisnupur land 13-0-2 bighas bought for Rs. 110.
17. „ „ 500, 7 Ashar, 1292 Char Dadapur land 10 years lease for Rs. 759 Total land now 6006-15-4 bighas Settlement with Govt. A part of the land was surrendered.
18. „ „ 762, 8 Aghran, 1300 Bought a house in Kusthia town for Rs. 275.

**Calcutta, Howrah, 24 Parganas**

1. Sl. No. 546,	1259	Lease of holding Nos. 206 and 207 in Holway Lane of 3 Katta land.
2. „ „ 141, 4 June, 1853	1260	Lease of 1 Bigha in Ultadanga for Rs. 3/12 per annum.
3. „ „ 184, 23 Sraban, 1263		House bought in Mirzapur for Rs. 816-10-15.
4. „ „ 542, 28 Magh, 1263		Land in Holway Lane 1-10-1 Bighas bought for Rs. 1801, seller Dhan Bibi.
5. „ „ 544, 24 Falgoon, 1265		Land in Mirzapur 1-5-2 Bighas bought for Rs. 1225 sold by Chhoykan Bibi.
6. „ „ 543, 15 Chaitra, 1265		Huts in Holway Lane bought from Ekrar Bibi for Rs. 225.
7. „ „ 545, 28 June, 1860	1267	House and garden in Kankurgachi bought from Attarmani Dasi for Rs. 24,000.
8. „ „ 541, 2 Sraban, 1267		House in Holway Lane for Rs. 6000 bought from Makkhan Bibi.
9. „ „ 547, 2 Sraban, 1267		Patta of Mirzapur and Holway Lane from Coll. for Rs. 2/13 p.a.
10. „ „ 538, 1 Pous, 1269		Dihi Panchannagram Chitpur 0-10-1 Bigha land taken on lease for 5 years @ Rs. 18/8 p.a. for doing business in coal.
11. „ „ 185, 15 Jaistha, 1271		No. 1 Holway Lane purchased for Rs. 2500, house and land sold by Debicharan Santra.
12. „ „ 186, 30 July, 1864	1271	Collector's Patta of the above, Rent Rs. 0-13-5½ p.a.
13. „ „ 382, 30 December, 1872	1279	Bagmari land 10-0-4 Bighas p.a. @ Rs. 31/2 taken on lease.
14. „ „ 572, 29, January, 1873		Kankurgachi, 21 Lakheraj holdings Area 1-14-1 Bighas, sold by Attar Dasi for Rs. 24000. (See No. 7).
15. „ „ 384, 26 May, 1874	1281	Lease of further lands at Shalimar, Howrah for Rs. 175 p.a.
16. „ „ 385, 27 April, 1875		House in 22 Sikkdarpara lane for Rs. 10,500.
17. „ „ 386, Do.		Jogaredalil of the former.
18. „ „ 390, 24 April, 1877	1284	Lease of Ultadingi, Dihi Panchannagram, Patta. (See No. 2).
19. „ „ 535, 22 Sraban, 1286		House purchased in Sibpur, Howrah, Hooghly with 5½ Bighas niskar land for Rs. 1800.
20. „ „ 393, 11 July, 1884	1281	Exchange of Ultadingi lands etc with several persons.

**Ballia**

1. Sl. No. 79, 20 March, 1876		Ganeshpur Zemindari in Muriari, bought in Revenue sale for Rs. 50.
2. „ „ 80, Do		Mouza Sabeya „ „ Rs. 50.
3. „ „ 81, Do		Mahal Narayanpur „ „ Rs. 20.
4. „ „ 82, Do		Mahal Bhagwanpur „ „ Rs. 10.
5. „ „ 83, Do		Mahal Patisai „ „ Rs. 15.
6. „ „ 84, Do		Mahal Tajpur „ „ Rs. 25.
7. „ „ 85, Do		Mahal Gopalpur „ „ Rs. 25.
8. „ „ 86, 20 November, 1878		Hatjore zemindari/Gazipur, bought in Revenue sale for Rs. 11,000.
9. „ „ 540, 15 November, 1879		Certificate of the above Revenue sale.
10. „ „ 159, 4 March, 1889		Mouza Hatjore bought in Revenue sale for Rs. 2474-6-6.
11. „ „ 539, 29 June, 1889		Zemindari Bansdihi bought in Revenue sale for Rs. 462.

**Mathura and Brindaban**

- |               |                    |   |
|---------------|--------------------|---|
| 1. Sl. No. 4, | 27 February, 1866  | Janaki Baisnabi's Kunja purchased for Rs. 3500.   |
| 2. „ „        | 7, 1887            | A house near Bramhakunda purchased for Rs. 350.   |
| 3. „ „        | 12, 1887           | Maharani gave the above to Tulsidas Adhikari for establishment of a Kunja for the price of Re. 1.   |
| 4. „ „        | 14, 30 April, 1881 | Maharani purchased the house in Barshan for Rs. 1200 in sale as the result of the suit between Durga Prasad and Surya Das.  |
| 5. „ „        | 15, Do             | Paid to Durga Prasad Rs. 3000 for peaceful handing-over the house. Manindra Chandra Nandy did not know of this deed and purchased the same house again from the occupiers on 4 and 6 April, 1914 for Rs. 7000 and Rs. 370, An Indenture was signed on 30 September 1914 in English. |

**Rajshahi**

- |                 |                      |  |
|-----------------|----------------------|--|
| 1. Sl. No. 669, | 24 June, 1882        | Purchase of Touzi 298, 299 and 300 in Permanent Settlement, Dihi Gochha, Dihi Kamargaon and Dihi Krisnasaile Daulatpur in Astam Sale for Rs. 37,000. |
| 2. „ „          | 222, 27 Magh, 1295   | Pramatha Nath Basu and Taritbala Dasi sold their house in Malpara in Boalia for Rs. 870 for establishment of an office of the estate.                |
| 3. „ „          | 99, 27 Kartick, 1256 | Sold 1½ Bighas land to Ramjiban Adhakari(?)  |

**Maldah**

- |                  |                  |  |
|------------------|------------------|--|
| 1. Sl. No. 76(?) | 2 November. 1869 | Permanent Settlement of Touzi No. 32, Mouza Chandalai Paosti and Diara of Kasimpur for Rs. 143-6-0 p.a. (Also purchased jote Protap or Touzi No. 30 by the same deed ?). |
|------------------|------------------|--|

**Burdwan**

- |                |                          |   |
|----------------|--------------------------|---|
| 1. Sl. No. 99, | 30 August 1853<br>1260   | Boynama of properties in Chati Balliapur in Manbhumi.                   |
| 2. „ „         | 100, Do Do Do            | Do Do in Talbariya Baghicha.  |
| 3. „ „         | 101, Do Do Do            | Do Do in Nimtala etc.   |
| 4. „ „         | 147, 14 Chaitra, 1263    | Purchase of land in Mouza Patal in Chati Balliapur.                     |
| 5. „ „         | 121, 6 Ashar, 1264       | Pargana Shergarh, Purchased Kumarbazar in Ranigunge.                    |
| 6. „ „         | 228, 12 Aghran, 1265     | Purchased in Punchkote Chakla Chowk Patharkata for Rs. 115.             |
| 7. „ „         | 229, 21 Pous, 1274       | Purchased in Punchkote Chowk Patharkata land for Rs. 600.               |
| 8. „ „         | 507, 1 Ashar, 1275       | Purchased a house in Ranigunge for Rs. 45.                              |
| 9. „ „         | 745, 3 June 1872<br>1279 | Purchased in Court Decree sale over 8 bighas land for Rs. 38.           |
| 10. „ „        | 773, 17 Ashar, 1279      | Purchased land in Tulshidanga, Mouza Bhatakul 3-15-2 Bighas for Rs. 41. |
| 11. „ „        | 752, 2 Chaitra, 1279     | Purchased Do Do Do 3 Bighas for Rs. 60.                                 |
| 12. „ „        | 753, 8 Jaistha, 1280     | Purchased in Mouza Bhatakul Jugipara tank and land for Rs. 49.          |
| 13. „ „        | 493, 3 Aswin, 1281       | Purchased Lakheraj of 4½ bighas land and tank in Boy Payra for Rs. 100. |
| 14. „ „        | 754, 11 Pous, 1281       | Purchased the other half of No. 12 for Rs. 49.                          |
| 15. „ „        | 772, 5 Falgoon, 1281     | Purchased land in Tulshidanga, Bhatakul 4 Bighas for Rs. 63.            |
| 16. „ „        | 755, 4 Chaitra, 1281     | Purchased Do Do 1 Bigha for Rs. 20.                                     |

17. Sl. No.	756, 26 Chaitra, 1281	Purchased Do Do 4 bighas of land for Rs. 50.
18. „ „	744, 2 Jaistha, 1282	Purchased two Jotes in Bhatakul for Rs. 130.
19. „ „	758, 16 Jaistha, 1282	5 Bighas of land and 1 Bigha tank in Bhatakul purchased for Rs. 145.
20. „ „	771, 12 Ashar, 1282	Purchased Sikartara land 2 B 10 K 2½ Ch. for Rs. 46.
21. „ „	764, 1 Bhadra, 1282	Purchased 12 Bighas land in Bhatakul for Rs. 1200.
22. „ „	749, 3 Bhadra 1282	Further 4 Bighas of land for Rs. 65.
23. „ „	38, 19 August, 1875 1282	Purchased in Pargana Satsikka 20 Bighas of land in Kurumba and Gopalpur taken from the Co.
24. „ „	770, 20 Bhadra, 1282	Purchased over two bighas of land for Rs. 29.
25. „ „	757, 30 Kartick, 1282	5 Bighas of Lakheraj Bramhattor land purchased for 199.
26. „ „	759, 16 Chaitra, 1282	Purchased 5 Bighas Bhatakul land for Rs. 144.
27. „ „	760, 31 Sraban, 1283	„ 6 „ „ „ „ Rs. 150.
28. „ „	746, 25 Magh, 1282	„ 4 „ „ „ „ Rs. 30.
29. „ „	750, 8 February, 1877 1283	„ 15 „ „ „ „ for Re. 1 Court Decree sale.
30. „ „	743, 27 Falgoon, 1283	12 Bighas Jote of Rs. 15 Jumma purchased for Rs. 600.
31. „ „	761, 12 Baisakh, 1284	10 Bighas Barmhattor bought in Bhatakul for Rs. 175.
32. „ „	751, 28 November, 1877 (1284)	A jote of Rs. 1877-10-0 bought in Revenue sale for Rs. 10.
33. „ „	762, 13 Falgoon, 1285	5 Bighas Bramhattor in Bhatakul purchased for Rs. 180.
34. „ „	742, 5 Chaitra, 1285	3½ bighas land, a jote, bought at annual rent Rs. 8-6-10 for Rs. 85.
35. „ „	763, 18 Chaitra, 1285	2 Bighas Bramhattor in Bhatakul purchased for Rs. 70.
36. „ „	748, 10 Sraban, 1286	Mouza Ramchandrapur 2 Bighas land for Rs. 65.
37. „ „	774, 19 Baisakh, 1288	Bhatakul land 9-15-2 bighas purchased for Rs. 112.
38. „ „	765, 10 Aghran, 1291	Do 12 Bighas niskar for Rs. 180.
39. „ „	506, 31 Bhadra, 1292	A house in Ranigunge purchased for Rs. 800.
40. „ „	766, 7 Falgoon, 1293	Bhatakul niskar land 12 Bighas for Rs. 180.
41. „ „	747, 16 September, 1887 (1294)	By Court sale, 8 Bighas of land for Rs. 5.
42. „ „	767, 20 Kartick 1294	Bhatakul Lakheraj land 0-5-4 Kattas purchased for Rs. 15.
43. „ „	768, 5 Bhadra, 1295	Bhatakul/Lakheraj land 1-10-3 Bighas for Rs. 55.
44. „ „	769, 2 Falgoon, 1296	Do Do niskar tank 0-4-0 Kattas for Rs. 80.
45. „ „	499, 17 Ashar, 1297	4½ bighas land in Nuni Mouza (near Asansol) bought for Rs. 247.
46. „ „	505, 10 Aghran, 1298	A house in Kumarbazar on the Barakar river in Ranigunge bought for Rs. 1550.
47. „ „	495, 19 Magh, 1298	Mahalla Dhaldighi, a house for Rs. 2550.



## **APPENDIX NO. 2**

**The Verdict delivered by the Hon'ble Chief Justice in the suits:  
Kessub Chunder Sircar**

**vs**

**Sreemutty Ranee Surnomoyee Dossee and another  
AND**

**The East India Company**

**vs**

**Sreemutty Ranee Surnomoyee Dossee**

*(This has been copied from Bengal Sudder Board of Revenue. Misc. Proceedings, Wards, Range 86, Vol. 61 March, 1847, Nos. 17 and 18)*

The Chief Justice delivering the verdict, spoke to this effect:

'Although this is in form an issue directed on the Equity side of the Court, the principles which are applicable to the decision of it are those which guide the Ecclesiastical Court upon an application for admission of a testamentary paper to probate. These may be gathered from the judgment of the Privy Council in the case of Paton vs Williams delivered by Lord Brougham. It is of itself not immaterial to consider that the contention of those who are setting up these papers is encumbered with so much difficulty, for whether in the present case, between one Will and another of a prior date, the proof being upon the party propounding any testamentary writings the course of administration directed by the law is to prevail against him, who cannot satisfy the Court of probate that he has established a Will, or the prior instrument which is liable to no doubt, is to be established in preference to a posterior one which cannot be so proved to speak the testator's intentions as to leave the Court with an opinion that it declares these intentions. There is no duty cast upon the Court to strain after probate and to grant it where grave doubts remain, wholly unremoved, and great difficulties oppose themselves to our progress which we are quite unable to surmount. To lay down any general rule beyond this, as to the burthen of proof in such cases is unnecessary, would perhaps be impossible, and might also be incorrect, and even dangerous. It may suffice to say that, the proof eminently lies on him who sets up the Will, and further that it is more fatal to him than to his adversary if he

leaves difficulties without explanation, but each case must in this respect rest upon its own circumstances. The facts of that now before us unexampled perhaps in any cause that ever came before any tribunal leave many things unexplained, many things which no theory than can be formed will satisfactorily account for. But then it is much less material than those who seek to impeach a testamentary instrument should be unable to explain certain things in their case, should be forced to admit that their agreement is not in every point consistant with all facts, than that they who seek to establish the Will should give no rational, consistant or intelligible solution of those difficulties which encumber their suppositions and obstruct the path towards the conclusion, they would have us arrive at. It may be gathered from what has been said that the Court does not feel it at all necessary to decide upon those points upon which it would be exceedingly painful to pronounce any judgement. We are of opinion and very decidedly of opinion that the proof is here left in such a state as not merely authorises but requires us to pronounce it deficient. We do not feel called upon to say that fabrication has taken place of the writings propounded, or that perjury has been committed in setting them up. We are of opinion that grave suspicions rest on material parts of the case, which it was necessary to remove before probate could be given and that they have not been removed.

In *Harwood vs Baker* 3rd Moore P. C. cases page 290, Mr. Justice Erskine in giving the Judgement of the Privy Council says, "Their Lordships are of opinion that in order to constitute a sound disposing mind a testator must not only be able to understand that he is by his Will giving his property to one object of his regard but that he must also have the capacity to understand the extent of his property and the nature of the claims of others, whom by his Will, he is excluding from all participation in that property, and that the protection of the Law is in no cases more needed than it is in those where the mind has been too much enfeebled to comprehend more objects than one and especially when that one object may be forced on the attention of the invalid as to shut out all others, that might require their consideration." The case of *Ingram vs Wyatt*, 3rd Haggards Ecclesiastical Report p 466 and the same case in 1st Haggards Ecclesiastical Reports p 470, may be consulted to see that testamentary incapacity is not to be confounded with insanity and that in cases of doubtful or suspicious character, the mere formal execution of a Will without any thing to prove the capacity or supply the want of instructions is of little weight.

The evidence in this case is not sufficient to satisfy us (to adopt the language of the Court in the case of *Dufour vs Croft*), that the contents of the Will and codicils originated with the testator or were adopted by him deliberately at a time when he was in a condition to exercise and did exercise through judgment and reflection respecting the act which he was doing and the contents of the papers which he signed assuming the signatures of the codicils to be sufficiently proved. This Will and these codicils depart materially from prior testamentary dispositions of the testator made at no very remote period before. Large and inappropriate gifts are lavished by them on a menial servant. This if it were done in a case otherwise free from suspicion, would be of comparatively little weight. The absence of the provisions for adoption contained in the former Wills is unexplained; these dispositions evidenced in more than an ordinary degree, the usual strong desire of a Hindoo for male succession, this Will, if prepared at the time when the only evidence on the point asserts it to have been prepared, would under the then circumstances of the Rajah, evince very slight regard for the perpetuation of his family and race, which might have been continued in a male succession through the sons of daughters hereafter had such been born, though no son were born to him and he had changed his mind deliberately on the subject of adoptions, the posthumous daughter is not provided for by this Will whereas the former provided for all the daughters that might be born to him. It appears that he knew or believed that his wife was then pregnant. The provision in the former Wills for similar charitable purposes to those contained in the present, was on a very remote contingency and that provision appears to have been suggested to him originally. The learned Counsel for the defendants of the issues, advanced hypothetical cases on which we decline offering any opinion. Conjecture is a dangerous approach to a judicial decision. The destruction of the theories put forward might be complete and yet the Will not be sufficiently proved. This Will and these codicils are not proved to have been communicated in their preparation to one single person. The witness Ramchunder Seal is the only witness who spoke to seeing the Rajah actually engaged in writing the Will. His evidence was of surprise on the Advocate General, as he with his accustomed candour admitted. No explanation was given why the story was not told sooner. The preparation of these papers was too important a matter to have been overlooked. The Government were parties to the suit. Their case had all the legal talent employed in it that it could receive, and Kessubchunder had also early the aid of competent legal advice and no case could have been more zealously, skilfully and

eloquently conducted than his has been by Mr. Dickens. This man Ram Chunder asserts that he saw the Rajah employed in the actual *writing* of this Will, that he was close to him and so near as to see that he was writing in the Bengallee character; that the Rajah wrote for three successive days terminating his labours on 27th October, that he wrote in the language of the witness out of his own head and had nothing to copy from that he saw. He states further that at the conclusion the Rajah mentioned that his labour was over and informed the witness in answer to an enquiry from him that it was his Will.

This Will contains many and varied directions and we cannot believe that a young man of imperfect education and of the habits of the Rajah, could at any time, least of all, with a mind so excited and disturbed make 'currente calamo' a first draught as the present which is very long and has scarcely an interlineation, erasure or alteration from the beginning to the end. Our own experience enables us to say that to make at once so clean a draft would be a thing most uncommon, even in a practised draftsman in the preparation of such a Will as the present, which contains many varied and minute directions. Had the evidence shown that he wrote from another paper it would have been most important that the paper should have been produced or accounted for. The witness says that the Rajah wrote out of his own head and copied from nothing that he saw. It is impossible, that seated, as he says he was, close to the Rajah so near that he overlooked him and saw the character of the writing he could have failed to observe had the history been true, whether the Rajah copied what he wrote from another paper. No one observant of another in the act of writing, who writes a long draft from another paper, can fail to see in the manner of the writer from his attention now being given to his draft and now to the paper whence he copies, that in the fact he is writing from another paper. This man who admits that on former occasions of the Raja's visits to Calcutta he had been only for a few minutes at a time in the Raja's presence, is suddenly by his own account seated for hours together close to him apparently without any particular object being promoted by his presence.

It is remarkable that so little proof is produced that the Will is a holograph of the Rajah and that proof of so unsatisfactory a nature. It depends on the evidence of Mr. Herklotts and of Ram Chunder Seal on neither of whom uncorroborated can dependence be placed. But if it

is a holograph of the Rajah still the time is not shown, when it was really written, and unless it were shown not merely that the Rajah's hand wrote it, but that his mind went along with it, understood fully and assented to his provisions, the mere proof in such a case as the present of its being a holograph would be of little weight. It is to be observed that the instrument is dated on the 30th October, the day preceding his death and the day in which he received the fatal intelligence of the death of the man on whom he was charged with having committed a dreadful outrage. It would be singular, if the Rajah, in his then greatly excited state of mind, for the evidence shows that he was so on that day, should have been able to make so good a copy even as this instrument is and that he should then have had the power to apply himself carefully to its preparation. We have no explanation whatever of the concealment or of the preparation of the instrument, which is not one that we should on the evidence infer that the Rajah could himself unaided have planned and composed. We are not merely uninformed of the true state of facts, but we have a false account given to us (on oath) on the preparation of the Will. This alone is a startling circumstance and raises a presumption against the case, when such false testimony is brought forward to support and that unfavourable presumption is made greatly stronger, for it appears that Kessubchunder, the legatee to whom such a large and strange bequests are made by the Will, entered into a corrupt contract with two of the attesting witnesses to it, who had been examined before the coroner and whose depositions there were of an unfavourable nature to his case, to share with them, in the event of his success, his legacies under the Will. I believe it to be wholly unprecedented in the annals of English courts, that a devise ever so acted and perverse, and I will not be the first to set such dangerous a precedent. In order to remove these strong presumptions against the Will it would have been necessary to prove clearly that Kessubchunder was the ignorant dupe of the fraud of others, and to explain clearly the real facts of the case now involved in darkness, and as we suspect studiously concealed. These difficulties great as they undoubtedly are, are heightened by other parts of the case. The Rajah is shown to have had his previous Will prepared by Mr. Strettell, in whom he placed confidence. That confidence proved to be continuing. If for any unexplained cause he desired to conceal from Mr. Strettell, that he was making a new Will, this would not account for his concealment of the matter from every one, still less would it account for the mystery which hangs over the preparation of the Will. The codicils increase our difficulties. If the codicil B and B1 be a genuine instrument it is most

singular, that the Rajah, if he knew and understood the nature of the Will which he had executed at 9 O'clock or thereabouts of the morning of the 31st October, by which he had appointed the Governors of the country to carry his Will into execution for such is in substance the provision, should within two short hours afterwards he associated with them, the Governors of the country, his own menial servant in the execution of the Will, by directing him to take probate of it. That the Rajah knew the nature of an appointment of executrix is proved by his former Will and by his directions to Mr. Strettell, as to the second Will to leave the names of the executors blank. There is evidence of opinion as to the genuineness of the handwriting to this and the other codicil, and it is uncontradicted, but such evidence is in its nature weak and fallible; and men are here adepts in forgery. The keeping back of this codicil is unexplained and that is also suggestive of some suspicion in this case. The contents of it are not reconcilable by us with those of the Codicil A and the possession of the money by Kessubchunder is not reconcilable with either. None of these codicils are so brought home to the Testator or his repositories as to be sustainable, if otherwise unimpeachable for mere proof of handwriting is insufficient to establish testamentary papers. Wood and others vs Goodlake and others 2nd Curties p 177, beset with all these doubts if we turn to the evidence as to the testamentary capacity of the Rajah. We find on that point no certainty or absence of reasonable doubt. It appears very clearly that Mr. Herklotts hesitated to sign as an attesting witness, because of his doubts of the testator's sanity. This he does not deny, but he denies that that was his sole reason and assigns some others not of a very satisfactory nature. Mr. Hedger who had seen the testator at 5 O'clock on the afternoon of the 30th, deposed before the Coroner to his insanity. The evidence of Mr. Young before the Coroner, is also suggestive of great doubt as to the testamentary capacity. For he says that his opinion whether he was sane at the time of executing the Will, would depend on the contents of the Will and therefore if it required a knowledge of those contents then to enable him to speak decidedly on the testator's sanity at that point of time viz. namely the time of executing the Will, his mind could not have been made up, that the testator was then of competent capacity. He stated before the Coroner, that he believed the Rajah to have been an irresponsible agent at the time of the commission of the fatal deed and that he could not say when responsibility ceased. He represented in his evidence on the issues that he meant to say that he thought the Rajah insane at the time only of the commission of the deed and that on the

ground that he believed every man who committed suicide to be insane. This is not the light in which his evidence would have appeared to those to whom it was addressed before the Coroner, nor can we reconcile this explanation with the evidence which it is meant to explain; Mr. Strettell's evidence must be viewed with great jealousy. But on the attentive consideration of it we see no reason to doubt, that though he attested the Rajah's Will, he believed that as to the Rajah's capacity which he asserts he did then believe. His conduct in attempting to screen a criminal from justice is highly censurable, especially in an attorney of this Court even though it were merely a temporary concealment. His connection with this unhappy young man and his father may offer some extenuation of it but cannot justify it. It is important to consider how his evidence is corroborated. The conduct of an attesting witness who speaks to incapacity in the testator varies in degree of culpability with varying circumstances. If as in *Paton vs Williams* he declare that the testator was incapacitated from intoxication at the time of attestation, he may deserve the strong observations there passed on such a witness. In *Dufour vs Croft* it is said that such evidence must be attended to and weighed though received with caution. Mr. Strettell is confirmed as to the greater part of the facts to which he deposes and his evidence is shaken as to none. He was examined before the Coroner and though his deposition could not be read to confirm his testimony yet if it had been at variance with his testimony on the trial of the issues it might have been given in evidence to contradict him. He was examined before the Coroner before he became Proctor for the Ranee. Mr. Young states that he believes Mr. Strettell said their signing would be satisfactory to the Rajah or something to that effect and Mr. Herklotts says that Mr. Strettell may have said that it would calm the Rajah's mind though he does not recollect it. Mr. Hedger formed his opinion, when examined before the Coroner in part on certain paragraphs of the Will which had been read to him in a derisive manner by the late Baboo Dwarkanauth Tagore. The evidence of all these witnesses before the Coroner, whose depositions I have referred to, are to be viewed as subject to some deductions in consequence of the probable desire of these parties to avert a verdict to "felo de se", but though their evidence may be over coloured we see no ground to doubt that the Rajah was at the time of the execution of his Will in a state of mind well calculated to inspire strong doubts of his competency to make a Will. The opinion of Mr. Strettell may or may not be correct but we have no ground for doubting its sincerity. Mr. Russell, Mr. Wallace, and Prosonnocoomar Tagore and the letters of the Rajah himself show that he was not irrational



or insane in the ordinary sense of those terms down to a short time preceding his death. But Prosonnocoomar states that the Rajah underwent a great change at the time when he heard of the man's death; his excitement had increased and was greater at 9 O'clock in the evening than at 5 O'clock in the afternoon of that day. Mr. Hedger saw him at 5 O'clock in the afternoon of that day. The evidence shows also that the excitement was progressive as it was likely to be; for Mr. Herklotts says it had increased at 2 O'clock of the 31st and we cannot reviewing the whole evidence, but say that testamentary capacity is not established to our satisfaction, still less can we say that its free exercise is established. The wise caution of the English Courts as to Wills on which suspicion rests should not be relaxed here, least of all in the case of native Wills, frauds on the living are more open to detection, but when death has removed one whose succession is subject of dispute it may be impossible to unfold in its true character what is dark and difficult, and suggestive of grave suspicion, and the Law does not throw on the heirs the difficult task of elucidation. It becomes a Court of Justice to pause, and require in such cases that those who propound the instrument should remove the suspicions which attach to it. Here doubt of the gravest kind hangs over every part of the case. Nothing is clearly made out except the mere formal proof of execution and even that by Mr. Strettell's evidence appears to have been prompted, one executor is proved to have corruptly colluded with two of the attesting witnesses to the Will; a false account is given of the preparation of the instrument, it is at variance with his former dispositions at a comparatively recent period and with his presumable intentions, it is not proved to have been communicated in its progress to any one; his confidential adviser who had prepared his former Wills not consulted; this unhappy man who so much needed advice is not shown to have had the benefit of any in the preparation of these important instruments, advice to which when he needed it less, he had previously had recourse; his mind, at no time a strong one, a prey to anguish and fear, might easily have become unsettled and weakened at the time of the execution of these instruments, from his dreadful situation charged with a shocking offence, and flying from justice he might be subjected to vile influences, and we think that in a case so dark and wicked in many of its parts, so open to suspicion in others, such proof as has been given is very deficient. I know not how we could found any decision in favour of these instruments on any principle recognised by the English Law; and in applying the wise cautions of the English Ecclesiastical Courts to such a case as the present, we feel that we are only acting in unision with the



general principles of the Hindoo Law when applied to an analogous subject, that of donations inter vivos, principles deserving of a praise which Mr. Cochrane passed on them, but unfortunately too vague and general in their expression.

We cannot conclude this case without expressing that we join with Mr. Clarke in his commendation of the course pursued by the Govt. with relation to it. It is consistent with their uniform conduct, and is such as the high character of their legal advisers gave full assurance of. It is due also to the Bar to say, that the case on all sides has been conducted with a zeal, an energy and a degree of talent that would do honour to any Bar and that the comments which their duty to their respective clients draw from them on the conduct of different parties have been restrained within the due limits within which regard to the just rights of others and to their own characters as gentlemen will, I trust, always keep those censures which it may be their duty as Advocates to pass on the conduct of others.'

### **APPENDIX NO. 3**

#### **Rani Swarnamoyee's Appeal to the Board of Revenue**

*(Bengal Sudder Board of Revenue, Misc. Proceedings, Range 86, Volume 61;  
April, 1847 Nos. 11 and 12)*

Messrs. Denman, Abbot & Hornies, Attorneys of Sreemutty Ranee Surnomoyee to the Board of Revenue, on 20 April, writes, 'Under the instructions of our client Sreemutty Ranee Surnomoyee we have the honour to solicit that you would submit her respectful application to the Board of Revenue to be placed in the management of the Estates of her husband, the late Rajah Kistnonath Roy Bahadur, which on his death were taken possession of as national property by the Board's order. This we presume was done in consequence of the production of an alleged Will devising to the Government by far greater portion of the property for educational purposes and not under the provisions of Section IV and V of Regulation X of 1793 relating to the female proprietors of Estates.

'That this must have been the case appears from a letter of 10th February, 1845, addressed by Mr. Secretary Plowden to the Commissioner of Revenue of Moorshidabad, containing the following passage, "Now that the Ranee has given birth to a daughter, most of the Estates have become the property of the Govt. in Trust for educational purposes and must be held to be in their possession, until the Will is set aside, a contingency which is not likely to happen." Under such circumstances the lease (which has been granted to Messrs. Herklotts & Young) cannot be allowed to stand and more especially the lease of Pergunnah Baharbund which is a very valuable Estate if settled in the mode directed in the Will is capable by all accounts yielding rents more than double the amount of the present.

'The Ranee has been informed that on the Board's taking possession of the estate the provisions of Sections IV and V of the above Regulation were not observed, which would undoubtedly have been the case had the Board treated the property as the estate of a female, in order that the Governor General might exercise his power of exempting the Ranee from the operation of the Regulation, should he deem her competent to

manage.' . . . . . 'The judgement of the Supreme Court being against the Will and it being reported that under the opinion of their Law Officers, the Govt. do not intend to appeal, the Ranee, believes that the time has now arrived to ask that she may be entrusted with the management of the Estate pursuant to Regulation II of 1793. The instances are numerous and many of them now existing, of excellent management of estates by females and from the language of section II, Regulation X of 1793, it is clear that the general rule is to permit females to manage and that this Regulation was passed to authorise exceptions whenever they might be necessary.' . . . . . 'As the Ranee has never had the management of the estate she submits that there can be no existing facts in which her unfitness can be pronounced, and she also submits that the spirit of the Regulation is that, in the absence of a reason, which would bring her under the exception, then the general rule must be in her favour.' Then the Attorneys on behalf of the Ranee comment that immense losses have been sustained in various ways since the Estate was placed under the management of the persons to whose care it has been confided. They proceeded to give examples: She refers to the lease given to Herklotts & Young for only Rs. 1,70,000 per annum. The lease was cancelled and consequently enormous losses were saved, but the Govt. had to pay out Rs. 20,000 as damages to Young and Herklotts for breach of contract and may incur much further loss if similar action is brought every successive year. Moreover there are as many as 28 different suits in the Court of the Munsiff of Bhowanigunge in the Zilla Rungpore by claimants who wish to reduce the rents of their respective Jotes and are trying to get exparte decrees. After the death of the Rajah all the decrees were lost and the Revenue authorities made no special appeal, this resulted in the loss of minimum Rs. 1000 per annum. The details of the suits and parties and the dates of decrees are quoted.

The Rani complained, 'The late Rajah during his life time obtained a decree from the Civil Court of Rungpore against one Bhowaniprosad Roy, for Sicca Rs. 31,000. In execution of which the Rajah seized the properties of the defendent. On the demise of the Rajah, the Revenue authorities dismissed Rajiblochan Roy, the old Mokhtar and appointed in his room a person named Gooroooprosad Roy formerly and still a dependant and servant and Mokhtar of the said Bhowaniprosad Roy. Under his management, the execution of the decree has been neglected and the defendant has availed himself of the opportunity to transfer his property into the names of his relatives and dependents. Also that during

the lifetime of the Rajah, he instituted a suit against Pertubchandra Barua, a neighbouring Zemindar for a large tract of land more than 3600 bighas at an annual Jumma of Rs. 3600. A local enquiry established the land to be a part of Perg. Baharbund. After the Raja's death, under the management of Revenue, the defendant got an order for a second enquiry, conducted by one Gadadhar Nandy, a person employed on a salary of Rs.10 in the establishment of the Sudder Amin of Rungpoor who gave a contrary report, and the temporary Sudder Amin upheld that decision although the decision was made in contravention of Reg. II of 1819 and Reg. XI of 1825, yet the Revenue authorities did not appeal against such decision and the time limited for appeal has expired. The heirs of Roy Shamballabh forcibly took possession of a large quantity of land known as Beel Bukshipur in Taraf Habaspur, under the management of Revenue Officers, the case was dismissed for want of prosecution. No further steps have been taken by the Govt. authorities to recover possession.

'By change of course of the river 200 bighas of alluvial land was gained and included in the village of Churpura appertaining to Taraf Habaspur, and a final decree was made by the special Commissioner in favour of the Govt. But before any settlement the Rajah died. The river again changed course and not only washed away the new land but some part of the old also. The Deputy Collector of Pabna measured 200 bighas of the original land of the village which is included in the decennial settlement which was not liable to measurement. Nor the Revenue Officer nor Macarthur, the Manager appointed by them have taken any steps regarding the matter and this part of the estate consequently remains subject to double assessment.

'The Raja instituted a regular suit in the Civil Court of Nadia against Abhoycharan Paul and others to obtain possession of lands belonging to the village of Palsunda in Perg. Pullasee and to recover C Rs. 3590. When the Rajah died it was dismissed for want of prosecution. On 18th April, 1845, Gobindchurn Banerji presented a petition to Collector of Nadia pointing out the neglect, but the appeal of the former Mokhtar of the Raja was summarily rejected and although the Govt. authorities were at liberty to institute a new suit, no suit, has as yet been instituted.

'Lately the Revenue authorities granted a lease for several years to one Mr. Rice, the Superintendent of Dhokrakole Indigo concern and who

is in the employment of the heirs of late Baboo Dwarkanath Tagore and he has made an application to the Collector, Pabna praying to be put in possession of 11,000 bighas of land known by the name of Chur Shah Amirpur, which he claims as appertaining to Turruf Habaspur and included in his farm. The Collector has directed his record-keeper to report, but no report has yet been made. By the final decree of the Sudder Special Commissioner and the final decrees of the Civil Court of Dacca, Chur Shah Ameerpur is declared to be a distinct mehal and the representatives of the estate of the late Rajah is entitled to obtain possession of 11,000 bighas of land with mesne profits to the amount of nearly Rs. 2,00,000 from the Govt. and also from Ramratan Roy and Goroogovind Chowdhurrie, but no steps have been taken to enforce this demand.

‘Since December last several surveyors have been deputed by the local authorities to complete a professional survey of Pargana Baharbund with the professed object of ascertaining its actual extent and resources. The neighbouring zemindars however have availed themselves of the opportunity to advance claims to portions of the estate lying contiguous to their possession and several of these claims have been allowed without proper investigation. Thus part of Turruf Chilmary appertaining to Baharbund has been added to Pargana Pattledho, the property of Baboo Prosonno Coomar Tagore and other parts of the estate have fallen into the possession of the Zemindars of Pargana Pangah etc.

‘By a change in the course of the River Bramhaputra certain lands have been added to Pargana Baharbund for which the Govt. by their Revenue Officers have instituted a suit against the estate of the Raja. Neither the Collector nor the Sarberakar or Manager defended the suit, but allowed it to be decided exparte in favour of the Govt. One Nabakumar Chatterji an old employee of the deceased Raja who was also his Mokhtar presented a petition to the Special Commissioner of Gowahatty in Assam and the Commissioner ordered a review of the judgement notwithstanding which, the Collector and the Manager, again neglected to defend the suit on the part of the Estate of the deceased Raja and allowed the first exparte decision to remain unaltered and no appeal has been made on behalf of the Estate.

‘The rent free Jagheer of Dohabehara was bestowed by Warren Hastings on Kistnocaunt Baboo and his descendants for religious purposes.

Since the decease of the Raja, who was the great grandson of Kistnocaunt Baboo, the Jagheer has been taken possession of by the Government of the North Western Provinces as an escheat in failure of male heirs and the Board have not taken any steps to assert the rights of the Ranee and the two infant daughters of the Raja, although the terms of the Sunnud are general viz. decendants without any limitation to males.

'19th. Annexed is a schedule giving in the first column names of the different districts in which the estates of the late Raja are situated (*see p 565*). The second column shows the amount of Govt. Revenue payable annually for the estates in each district. The third (shows) the average amount of annual collections made during the life time of Raja Harinath Roy Bahadur. The fourth the amount annually collected by the Raja Kristo Nath Ray Bahadur during the years 1248, 1249 and 1250 B.S. The fifth the average annual profits during the life time of Raja Hari Nath Roy. The sixth, the average annual profits during the above three years 1248 to 1250.

'20th. From this will appear that the average annual profits at the time of Raja Hari Nath Ray Bahadur was Rs. 3,14,921-8-14 per annum, during Raja Kristo Nath Ray Bahadur it came down to Rs. 2,19,743-2-2 per annum. But the Ranee is assured that during the two years of the present management it has not exceeded Rs. 1,10,000 (Rs. 55,000 per annum).

'21st. It has been already stated that Baboo Prossonna Coomar Tagore, the Govt. Pleader has annexed to his own Zemindary a large tract belonging to the property of the late Raja, and the Ranee entertains just fear of his making further encroachments, as he is the Security for Mr. Macarthur, and the Sarberaker who must therefore be much under his control.

'22nd. It is under the foregoing circumstances that the Ranee submits to the Board, the propriety of entrusting her with the management of the estates and if this be conceded to her she will direct her best efforts for the improvement of the property and the condition of the tenants and to evince her sincerity, she is ready to commence by placing a lac of Rupees at the disposal of the authorities to be expended in educational purposes.'

Mr. L. Clarke reported, to the Board, on 22nd April, 'I had an interview with the Ranee Surnomoyee yesterday evening and fully explained to her the course I recommend her to adopt should the Board be pleased to let her attempt the management of her Estates. She has given me the most ample power to enter into any arrangement for her, which I may think advisable. She says that if the management of the property is left to her, she will abandon in the Supreme Court the prayer for the full accounts by the Bill against the Government both as the reality and personality, merely taking from the Board or Collector the usual account furnished to minors on their attaining majority and their estates being given up to them.

'She also consented to pay to Young and Herklotts the damages (Rs. 20,000) in their Common Law action against the Govt. and all costs that the Government or the Board have incurred.

'She proposed to give the sum equivalent to six months Revenue as security against any defalcation which may possibly occur at the commencement of the Ranee's management and also repeat the offer of a lac of Rupees to be placed at the disposal of the Government for the purposes of education as mentioned in the Ranee's letter.

A decree to this effect be made by consent which will be most simple and effectual way of securing and indemnifying the Government for which she depended very much on the goodfaith of the Government.

## Particulars of the Zemindaries and Jageers belonging to the Estate of late Raja Krisna Nath Roy.

District	Govt. Revenue	HNR' average Collection	KNR's average collection	HNR's Profits	KNR's Profits
Moorshidabad	38,381-14-7	63,473-14-15	63,473-14-15	25,092- 0- 2	25,092- 0- 2
Rajshahi	42,646- 5- 4	51,771-13- 6	51,771-13- 6	9,125- 8- 2	9,125- 8- 2
Dinajpore	26,227- 6- 0	30,000- 0- 0	30,000- 0- 0	3,772-10- 0	3,772-10- 0
Maldah	8,216-14- 2	8,500- 0- 0	8,500- 0- 0	283- 1-10	283- 1-10
Nadia	65,779- 2- 2	1,06,652- 0- 0	1,06,652- 0- 0	40,872-13-10	40,872-13-10
Faridpur	93-11- 2	107-11-15	107-11-15	14- 0-13	14- 0-13
Jallalpur Dacca	512-12- 5	622- 8-13½	622- 8-13½	109-12- 8½	109-12-8½
Pabna	4,045- 4- 1	10,350- 0- 0	10,350- 0- 0	6,304-11-19	6,304-11-19
Burdwan	596- 0- 0	901- 0- 0	901- 0- 0	305- 0- 0	305- 0- 0
Jungle mehals	1,668- 9- 6	23,276-10-15	17,949- 5- 4	21,608- 1- 9	16,280-12- 9
Rungpur	84,160-10- 5	2,67,147-13- 1	1,84,432- 2- 2	1,83,987- 3-16	1,00,271- 7- 9
Pabna (Char Shah Ameerpur)		4,200- 0- 0		4,200- 0- 0	
Rs. 2,72,328- 8-14		5,67,003- 8- 5 19,246- 8- 5	4,74,760-18-16 17,311- 9- 0	2,95,675- 0- 9 19,246- 8- 5	2,02,431-15- 2½ 17,311- 9- 0
Mahalaut Khanyec	Rs. 2,72,328- 8-14	5,86,250- 8-10½	4,92,072- 1-16	3,14,921- 8-14½	2,19,743- 8- 2½



#### APPENDIX NO. 4

Maharani Swarnamoyee's Memorial to Queen Victoria.

*(As in Bengal Sudder Board of Revenue Proceedings of 6th to 27th December, 1850, Range 87, Volume 31; Nos. 8 and 9).*

To the Queen's Most Excellent Majesty, the humble Memorial of Sreemutty Rancee Surnomoyee Dossee, the only widow, heiress and legal personal representative according to the laws, usages and customs of Hindoos, of Rajah Kissen Nath Roy Bahadoor, late of Cossimbazar in the Province of Bengal, a Hindoo Zemindar, now deceased. Showeth that the Raja Kissen Nath Roy was in his life a person of very excitable character and in many occasions exhibited symptoms which as your Memorialist is advised were indicative of an unsound mind and that on the 31st October, 1844, the said Raja at the early age of 22 years and 7 months and being at the time as your Memorialist believes of unsound mind put an end to his existence by shooting himself through the head.

That an inquest was held on the body of the said deceased by the Coroner of Calcutta and a Jury by whom an inquisition (an office copy whereof and the evidence taken thereon hereunto annexed) was returned on the eleventh day of November, 1844, finding but as your Memorialist submits on evidence strongly leading to show that the deceased was insane at the time, that the deceased died 'felo de se' and that he had at the time of his death, goods and chattels within the town of Calcutta, as contained in an Inventory annexed to the said inquisition which amounted to the value of Company Rupees 9,87,063-3-5p and without the town of Calcutta to the value of Company Rupees 2,89,500, all of which were and are claimed by your Memorialist as the widow of the said deceased to be possessed and enjoyed by her as the widow of a Hindoo dying intestate and without male issue and in the manner prescribed by the Hindoo Law.

That the deceased left surviving your Memorialist, his sole widow then enciente and who afterwards on the 15th day of June, 1845 gave birth to a daughter, now called Surrosüttee Dossee and that he also left him surviving one other infant daughter named Luksmee Dossee then

of the age of three years and a mother Ranee Hurrosoondry and a grandmother Ranee Shoosharmoyee, since deceased and a sister Sreemutty Govindsoondry Dossee, all of whom were amply and duly provided for, out of the Estate of the said Raja Kissen Nath Roy in his life time under certain decrees or orders of your Majesty's Supreme Court, at Calcutta, directing proper sums to be set apart for securing to them respectively a sufficient provision and maintenance as hereinafter particularly mentioned.

That immediately on the death of the said Raja Kissen Nath Roy, the Revenue officers in the employ of the Government either as Court of Wards acting as in the case of property in the hands of a disqualified proprietor to protect the supposed rights of the Indian Government as a Trustee under the alleged Will of the said deceased Raja, hereinafter mentioned, took possession of all the Zemindaries and lands of the said Raja and also took possession of all the goods and chattels belonging to the Raja, at the time of his death in the said Inventory mentioned, situated beyond the limits of the town of Calcutta.

That on 22nd January, 1845, Kessub Chunder Sircar, formerly a servant of the deceased, applied to the Supreme Court of Judicature at Fort William in Bengal for Probate of an alleged Will and codicils of of the late Raja and a caveat being entered by your Memorialist, a suit was commenced for the proof in solemn form of the said alleged Testamentary papers in the course of which the said Kessub Chunder Sircar filed on 13th June, 1845 his amended libel, propounding as the last Will of the deceased Raja, three Testamentary papers; the first a document of a considerable length bearing date the 30th of October, 1844, the day preceding the day of his death, in the presence of three witnesses of the names of Young, Herklotts and Strettell whereby after leaving various legacies, he directed that his property in the event of his having a son should go wholly to him, but in the event of no son being born to him, within due time that the greater part of the Zemindaries and landed property should go to the foundation of a school or college, which he solicited the British Government of India to establish from the proceeds of it; the second an unattested codicil on a separate piece of paper purporting to give to Kessub Chunder Sircar, the contents of a portable box (in the said Inventory mentioned and described as, "No. 13. a mahogany clamped box locked and the key lost", contents unknown but supposed by the evidence of Tara Chand Ghose to contain Bank notes

and other valuables.) and naming him, the said Kessub Chunder Sircar as an Executor of his Will; and the third, an unattested codicil dated in the day of his death, purporting to leave the said Kessub Chunder Sircar, Company's Rs. 22,000 in his portable box.

That in the same suit the East India Company on the 17th February, 1846 filed their allegation supporting the said first mentioned document as the Will of the said deceased Raja but disputing the validity of the said two alleged Codicils.

That your Memorialist filed her answers to the said allegations stating and admitting that the said Raja, while of unsound mind and in a state of insanity in the morning of 31st October, 1844, and about two hours before noon, on that day did at his dwelling house in Jorasanko in Calcutta, called the Rajbari, sign the said writing bearing date 30th October, 1844, propounded as his last Will and Testament in the presence of the witnesses alleged, but that she was informed and believed that the said witnesses did at the time entertain grave and serious doubts concerning the said Raja's sanity and that some or one of them did express the same and demur to attesting the said alleged Will and that they ultimately attested it to avoid exciting the Raja to a still greater degree and your Memorialist disputed the said two alleged Codicils as fraudulently made and fabricated and never in fact executed by the Raja.

That on 21st day of April, 1845, the said Supreme Court by "Letters ad Colligenda" reciting the death of the said Raja and the said Ecclesiastical suit and that the said Court were desirous that the property of the said Raja should be immediately collected pending the said proceedings, committed to the Registrar of the Supreme Court for the time being the collection of all and singular the property of the said deceased and the power of giving discharges for all the debts which were or should be found due to the Estate of the said deceased and of doing what further should be necessary for the preservation of the property aforesaid, and the safe keeping of the same to abide the further order of the said Supreme Court and that both before and after such Letters ad Colligenda were granted to the Registrar, he addressed, as your Memorialist is informed, several letters to the Solicitor of your Majesty's Treasury, which as she has been informed have been submitted to your Law Officers, but no claim has hitherto been made on behalf of your Majesty to the Estate of your Memorialist's said husband.

That after the exhibiting of the Libel in the said Ecclesiastical suit and the filing of the allegation of the East India Company and the answers of your Memorialist and the East India Company and examination of certain witnesses upon articles of the said libel, it was agreed by and between the parties respectively, their Advocates and Proctors that the validity of the said alleged Will and Codicils of the said Raja Kissen Nath Roy deceased should be tried and finally determined on the Equity side of the said Supreme Court and for that purpose a Bill of Complaint should be filed by and on behalf of your Memorialist against the said Kessub Chunder Sircar and the East India Company and against one Charles George Strettell, the alleged Executor of another alleged Will of the said Raja Kissen Nath Roy, deceased.

That accordingly on or about the 14th day of July, 1846, your Memorialist exhibited her original Bill of Complaint on the Equity side of the Supreme Court against the said East India Company, the said Kessub Chunder Sircar and the said Charles Geoge Strettell and that the the said several parties filed their answers thereto.

That the said Kessub Chunder Sircar by his answer set up as the last Will and Testament of the said deceased Raja, the same three papers as were propounded by him in his allegations in the Ecclesiastical suit and claimed to be the Executor thereof; that the East India Company by their answer set up as the Will of the said deceased Raja, the said document alleged to have been signed by him on the day before his death but which answer set up as the Will of the said deceased Raja, the said document alleged to have been signed by him on the day before his death but which was in fact signed as aforesaid on the day of his death in the presence of Young, Herklotts and Strettell and claimed to be Executors thereof but disputed the validity of the said Codicils; that the C. G. Strettell by his answer set up as the last Will and Testament of the said deceased Raja, a Will executed and published by him on the 7th January, 1841, but which your Memorialist was advised and maintained had been cancelled and revoked by alteration made threin and otherwise also revoked.

That by an order made in the said Equity suit bearing date the 11th day of December, 1846, it was ordered by and with the consent of all the parties thereto, their advocates and attorneys that issues should be tried on the plea side of the said Supreme Court in relation to the validity or

otherwise of the said supposed Wills and Codicils of the said Raja Kissen Nath Roy, wherein the parties respectively affirming the validity thereof respectively should be the Plaintiffs and the parties denying the validity thereof should be defendants and that either party should be at liberty to examine your Memorialist, the said C. G. Strettell and the said Kessub Chunder Sircar.

That the said several issues came on for trial in the sittings after the first term in the year 1847 when verdict for the defendants and against the validity of the said supposed Wills and Codicils were found by the said Supreme Court and that a rule for a new trial of the said issues was afterwards applied for and obtained by and on behalf of the said Kessub Chunder Sircar which rule was afterwards discharged with costs.

That on the 25th day of November, 1847, the said cause having come on for hearing on the Equity side of the said Supreme Court in the nature of further directions on the finding of the said issues and upon bill and answer as to the said C. G. Strettell, it was ordered decreed and declared by the said Court that none of the said several testamentary papers in the pleadings on the issues respectively mentioned, constitute the last Will and Testament of the said deceased Raja or Codicils thereto, and that the said deceased died intestate and without leaving male issue of his body and that your Memorialist as his widow was entitled to the real and personal Estate of her husband, to be possessed and enjoyed by her as the widow of a Hindoo husband dying intestate, without male issue and in the manner prescribed in the Hindoo Law. And the Court further ordered and decreed that the costs of all parties to the said suit as well as of the said issues tried at Law should be paid out of the Estate of the said deceased Raja to the Solicitors of the parties respectively and the same being the first taxed and moderated by the Taxing Officer of the said Court as by the said decree, whereof an examined office copy is hereunto annexed.

That your Memorialist on the 8th day of March, 1848 filed her supplementary allegations in the said Ecclesiastical suit stating the said agreement and the trial of the said issues and the verdicts found thereon and the said decree bearing date the 25th November, 1847 and claiming that a final sentence should be made and passed in conformity with the said decree and that the said Kessub Chunder Sircar and the East India Company respectively filed their answers thereto and that afterwards the

said Ecclesiastical Suit came on for hearing on the pleading and evidence before the said Supreme Court in its Ecclesiastical Jurisdiction on the 8th September, 1848, and the said Court did pronounce and declare that the said deceased so far as it appeared to the said Court departed this life intestate without making any Will and the said Court did decree that your Memorialist as the only widow was by the laws, usages and customs of the Hindoo, the sole representative of the said Raja Kissen Nath Roy, deceased, intestate as aforesaid and did declare and pronounce that the costs of your Memorialist and the said East India Company and the said Kessub Chunder Sircar as between Proctor and client should be paid out of the Estate of the said deceased. . . . .

That immediate after the verdicts above mentioned were found on the said issues by which verdicts, the facts of the intestacy of the said deceased Raja was established and before the said final decree was made in the said Equity suit or the said final sentence in the Ecclesiastical suit, the East India Company voluntarily gave up possession to your Memorialist of all the zemindaries and lands of the said deceased Raja situated out of the town of Calcutta and also of the proceeds of sale of the 'furniture of houses, valued at C. Rs. 25,000, carriages and Palkees valued at C Rs. 3,000, elephants valued at C Rs. 15,000, arms valued at C Rs. Rs. 10,000, shawls and dresses valued also at C Rs. 10,000, books valued at C Rs. 2,000, horses valued at C Rs. 20,000, cattle valued at C Rs. 1000 and boats valued at C Rs. 3,000 in the said inventory mentioned as out of Calcutta, the whole of which had been sold under the orders of the said East India Company and produced much less than the value stated in the said inquisition of the whole of which last mentioned property the East India Company had taken possession on the death of the Raja and that they also gave up possession to your Memorialist upon condition that your Memorialist should indemnify the said East India Company against all actions and claims which might be brought against them in respect of their transactions in the management which they had assumed of the said estate and that your Memorialist accordingly executed a Bond of Indemnity to the said East India Company and left in their disposal as collateral security the sum of Rs. 150,000.

That the following items mentioned in the said Inventory annexed to the said Inquisition and therein mentioned to be in the hands of the Accountant General of your Majesty's Supreme Court, Calcutta consisted partly of principal money and partly of interests and that the said Raja

Kissen Nath Roy was only entitled thereto subject to such payments for maintenance and otherwise as the said Ranee Shoosharmoyee now deceased and the said Ranee Hurosoondry and the said Sreemutty Govindasoondry Dossee were, and the two latter are still entitled to receive under the Decree and orders hereinafter set forth made in the cause Ranee Hurosoondry and Ranee Shoosharmoyee vs Raja Kissen Nath Ray and cross cause.

In the hands of the Accountant General of your Majesty's Supreme Court on account of maintenance:—

1.	S <sup>a</sup>	Rs.	6,49,657-7-5	=	C Rs.	6,92,967-15-6	
2.			of which		„	79,000-0-0	Claimed by your Memorialist
3.	„		1,302-10-11	=	„	1,389-8-4	do do
4.	„		29,300-0-0	Residence		31,253-5-4	do do
5.	„		1,245-5-7	=	„	1,328-8-7	do do

That a portion and as your Memorialist believes nearly the whole of the items Nos. 6 and 7 in the said Inventory and therein described as No. 6 in the hands of the Accountant General subject to the claim for costs the amount of which is unknown, C Rs. 1,38,666-10-8, No. 7 C Rs. 3705-11-0 has been expended in liquidation of the said costs but your Memorialist has not received and is unable to set forth any account of the said several sums in No. 6 and 7 of the Inventory.

The items No. 8, 9, 10, 11 and 12 in the said Inventory mentioned have since the decree in the said Equity...have been delivered to your Memorialist by the Registrar, Supreme Court, which are the following: No. 8—2 Silver Hookas, 12 pieces of silver plate, C Rs. 400 and two Petrahs of wearing apparels valued at C Rs. 500 and C Rs. 900.

No. 9. one bundle Towels, table cloths—C Rs. 100, two hunting saddles and bridles C Rs. 100, Horse clothings etc. C Rs. 20, a diamond ring C Rs. 800 (totaling to)— C Rs. 1020.

No. 10. A tin box with 2 gold watches and other articles of value—

C Rs. 1000

No. 11. two double barrelled guns C Rs. 1000, Hooka bottoms C Rs. 1200 and a Tea Caddy C Rs. 50.— C Rs. 2250

No. 12. Hooka bottoms C Rs. 16, Eau de cologne C Rs. 250, Brass utensils, books, soaps C Rs. 41— C Rs. 307.

That No. 13 in the said Inventory is described as "a Mahogany clamped box" known as the Raja's private box, locked and key lost, supposed to have contained Bank notes of the value of Rs. 25,000 but on breaking the seal it was found empty. That No. 14 is described as two Buggies, a Phaeton and a dog cart and a palanquin of the value of Rs. Rs. 1400, these were sold and proceeds retained in liquidation of debt which Messrs. Dykes & Company of Calcutta asserted to be owing to them by the said Raja. Similarly No. 15 described 16 horses, valued at C Rs. 8000 in the hands of Cook & Co., they were sold after the Raja's death and proceeds claimed for previous loans.

That the said Raja died much in debt and your Memorialist has paid a large portion of such debts and is desirous of paying the residue thereof and that she has also paid some portion of the costs of the said suits and other suits relating to his Estate and is desirous of paying the residue thereof.

That in a certain cause in which Ranee Hurosoondary and Ranee Shoosharmoyee were complainants, a certain sum of money was paid in the Supreme Court and vested in Govt. Securities of C Rs. 6,86,700 bearing interest of 4% p.a. to secure monthly payment to the said Ranee Hurosoondary C Rs. 1400 during her life and Rs. 800 to Ranee Shoosharmoyee during her life. A further sum of money was invested in G.P. Notes C Rs. 78,100 @ 4% p.a. to pay Govindsundary Rs. 250 p.m. and a further sum of Rs. C Rs. 31,250 @ 4% p.a. in G.P. Notes to pay Ranee Hurosoondary and Rance Shoosarmoyee each Rs. 100 p.m. for a suitable residence in Calcutta if the two Ranees should not continue to reside in the family residence known as the Rajbari.

That by the death of Ranee Shoosharmoyee on 14th February, 1848 a portion of the said sum of Rs. 6,86,700 has already lapsed and that your Memorialist having claimed it as representative and heir to Raja Kissen Nath Ray, 'the Court refused to make any order, but directed that the same should stand over pending an application to your Majesty on the ground that there had been neither a grant by the Crown or any formal intimation on which the Court could act, that the Crown had intended to surrender or to abstain from urging its rights in respect of the Estate of the said Raja Kissen Nath Roy'.



Prayer: That Your Majesty will be graciously pleased under the circumstances to abandon all claim to the property of the said Raja Kissen Nath Roy deceased.

Rani Swarnamoyee also requested for the return of the Securities without hampering the claims of Ranee Hurrosundary or Govindsundary Dassi.

The Board of the Bengal Sudder Board of Revenue forwarded the application to the Revenue Department on 27 December, 1850, without comment.

## **APPENDIX NO. 5**

### **Governors-General**

#### **I. Governors-General of Fort William in Bengal (Regulating Act of 1773)**

*(Temporary and officiating in italics)*

1774 (October)	Warren Hastings
1785 (February)	<i>Sir John Macpherson</i>
1786 (September)	Earl (Marquess) Cornwallis
1793	Sir John Shore (Lord Teignmouth)
1798 (March)	<i>Sir A. Clarke</i>
1798 (May)	Earl of Mornington (Marquess Wellesley)
1805 (July 30)	Marquess Cornwallis (for the second time)
1805 (October)	<i>Sir George Barlow</i>
1807 (July)	Baron (Earl of) Minto I
1813 (October 4)	Earl of Moira (Marquess of Hastings)
1823 (January)	<i>John Adam</i>
1823 (August 1)	Baron (Earl) Amherst
1828 (March)	<i>William Butterworth Bayley</i>
1828 (July)	Lord William Cavendish-Bentick

#### **II. Governors-General of India (Charter Act of 1833)**

1833	Lord William Cavendish-Bentinck
1835 (March 20)	<i>Sir Charles (Lord) Metcalfe</i>
1836 (March)	Baron (Earl of) Auckland
1842 (February)	Baron (Earl of) Ellenborough
1844 (June)	<i>William Wilberforce Bird</i>
1844 (July)	Sir Henry (Viscount) Hardinge
1848 (January)	Earl (Marquess) of Dalhousie
1856 (February)	Viscount (Earl) Canning

#### **III. Governors-General and Viceroy**

1858 (November 1)	Viscount (Earl) Canning
1862 (March)	Earl of Elgin and Kincardine I

1863	<i>Sir Robert Napier (Baron Napier of Magdala)</i>
1863	<i>Sir William T. Denison</i>
1864 (January)	Sir John (Lord) Lawrence
1869 (January)	Earl of Mayo
1872	<i>Sir John Strachey</i>
1872	<i>Lord Napier of Merchistoun</i>
1872 (May)	Baron (Earl of) Northbrook
1876 (April)	Baron (Earl of) Lytton I
1880 (June)	Marquess of Ripon
1884 (December)	Earl of Dufferin (Marquess of Dufferin and Ava)
1888 (December)	Marquess of Lansdowne
1894 (January)	Earl of Elgin and Kincardine II
1899 (January)	Baron (Earl) Curzon of Kedleston
1904 (April)	<i>Lord Ampthill</i>
1904 (December)	Baron (Marquess) Curzon of Kedleston (re-appointed)
1905 (November)	Earl of Minto II
1910 (November)	Baron Hardinge of Penshurst
1916 (April)	Baron Chelmsford
1921 (April)	Earl of Reading
1925	<i>Lord Lytton II</i>
1926 (April)	Lord Irwin
1929	<i>Lord Goschen</i> (during the absence of Lord Irwin on leave)
1931 (April)	Earl of Willingdon
1934 (May-August)	<i>Sir George Stanley</i>
1936 (18th April)	Marquess of Linlithgow
1943 (20 October)	Viscount Wavell
1947 (24 March)	Lord Mountbatten

#### IV. Governors-General and Crown Representatives (Act of 1935)

1937 (31st March)	Marquess of Linlithgow
1938 (June-October)	<i>Baron Brabourne</i>
1938	Marquess of Linlithgow
1943 (20 October)	Field Marshall Viscount Wavell
1947 (24 March)	Lord Mountbatten

#### V. Lt. Governors of Bengal

1854-59	Sir Frederick James Haliday
1859-62	Sir John Peter Grant

1862-67	Sir Cecil Beadon
1867-71	Sir William Grey
1871-74	Sir George Campbell
1874-77	Sir Richard Temple
1877-82	Sir Ashley Eden
1882-87	Sir Augustas Rivers Thompson
1887-90	Sir Stewart Colvin Bailey
1890-95	Sir Charles Alfred Elliot
1895-98	Sir Alexandar Mackenzi
1898-1902	Sir John Woodburn
1903-11	Sir Andrew Henderson Leath Fraser

## VI. Governors of the Presidency of Bengal

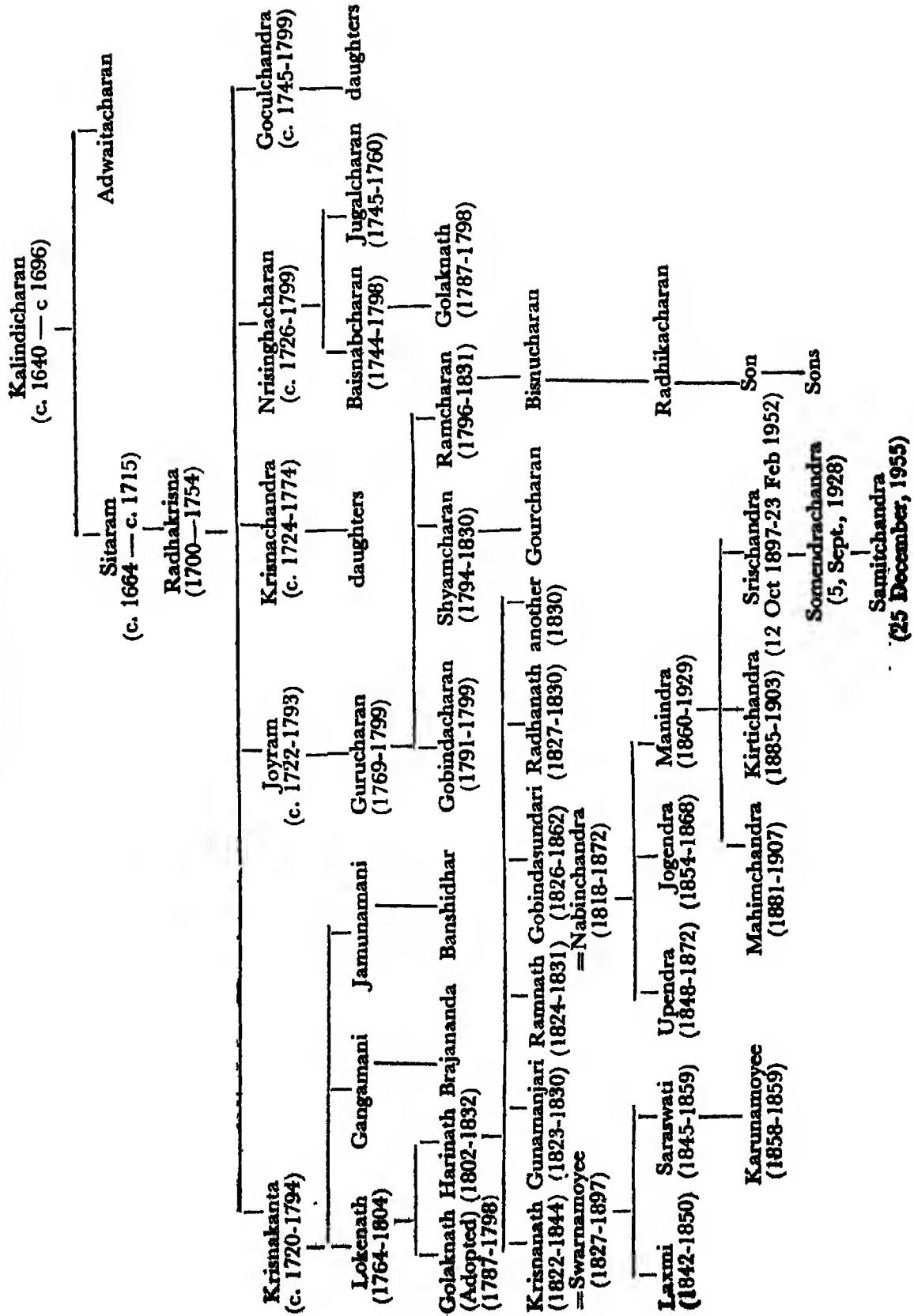
1912	The Rt. Hon. Baron Carmicheal of Skirling
1917	The Rt. Hon. Earl of Rondaldshay
1922	<i>Sir Henry Wheeler</i> (March)
1922	The Rt. Hon. Lord Lytton
1925	Sir John Kerr (10th April to 7th August)
1925	The Rt. Hon. Lord Lytton (8th August)
1926	<i>Sir Hugh Stephenson</i> (11th June to 10th Oct.)
1926	The Rt. Hon. Lord Lytton (11th Oct.)
1927	The Rt. Hon. Sir Francis Stanley Jackson
1930	<i>Sir Hugh Stephenson</i> (from the 5th June to October)
1930	The Rt. Hon. Sir Francis Stanely Jackson,
1932	Sir John Anderson
1934	<i>Sir John Woodhead</i> (August, 1934)
1937	The Rt. Hon. Baron Brabourne (November)
1938	<i>Sir Robert Reid</i> (June to Oct. 1938, and Feb. to June, 1939)
1939	<i>Sir John Ackroyd Woodhead,</i>
1939 (18 October'43)	Sir John Arthur Herbert, (resigned)
1943	<i>Sir Thomas Rutherford</i> (6 Sept.'43 to 24 April 44)
1944 (22 January)	Sir Richard G Casey
1945 (13 September)	<i>Sir Henry Twynam</i>
1946 (19 February)	Sir Frederick Burrows

## APPENDIX NO. 6

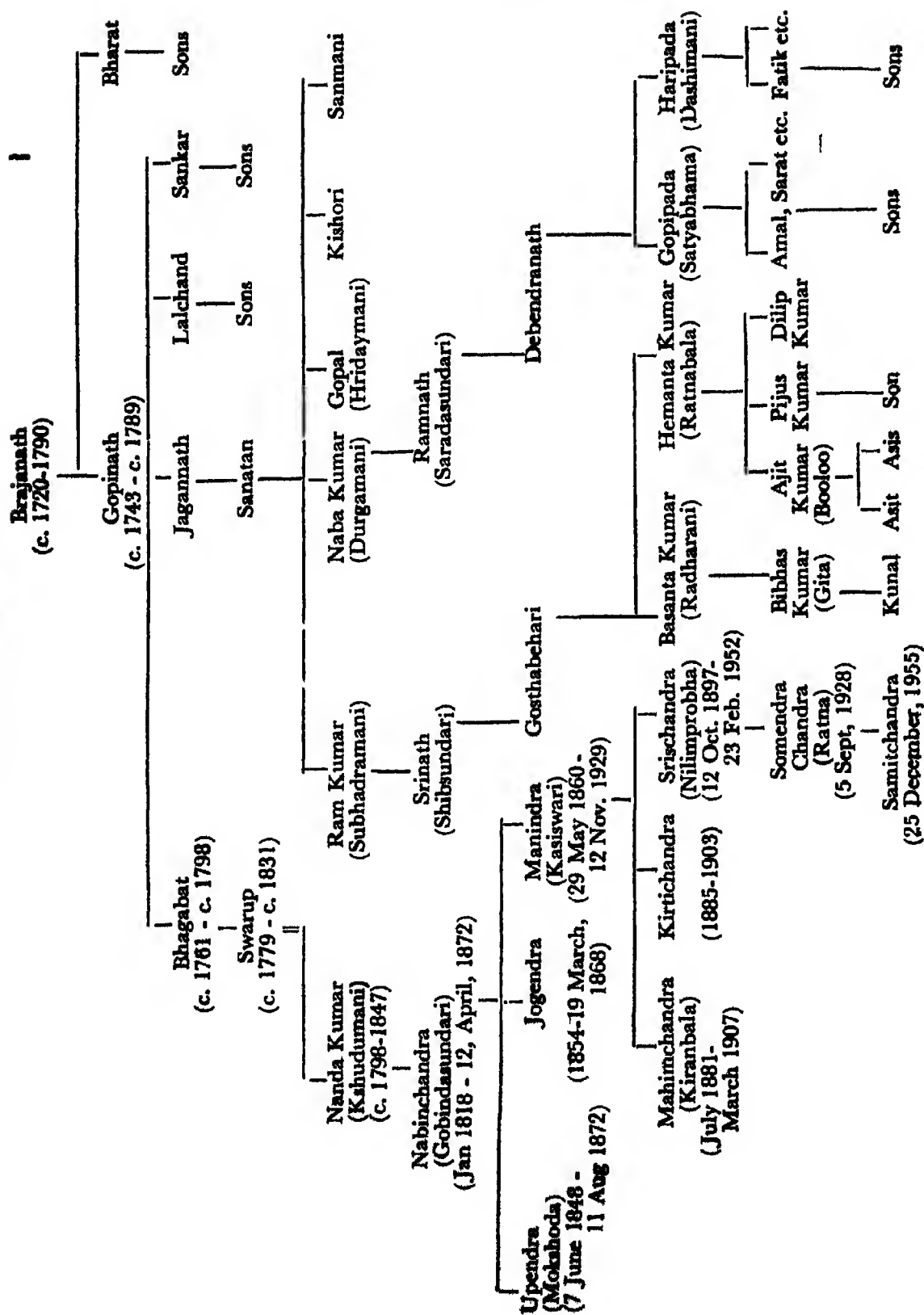
### Dewans of the Cossimbazar Raj Estate 1789-1897

Dewan Baisnab Charan Baboo	1789 to 1798
„ Krisnanath Roy	1798 to 1804
Joint Managers under the Court of Wards	
Krisnanath Roy	
Radhamohan Ghosh, Munshi	1804 to 1808
<i>Brajananda Roy as guardian</i>	1808 to 1820
Estate given on lease	1808 to 1820
to (1) The Ranis and others	1809 to 1814
to (2) Brajananda Roy, alone	1814 to 1820
<i>Raja Harinath on coming of age</i>	5th September, 1820 to
<i>did not have a Dewan</i>	27th November, 1832
J. C. C. Sutherland, appointed Manager	1832 to 1833
Dewan Umanath Sircar	1832 to 1840
Dewan Digambar Mitra	1840 to 1842
Dewan Mathura Nath Banerjee	1843 to 1847
A. C. Macarthur, Manager	1 March, 1846 to 30 March, 1849
(Court of Wards)	
Naib Dewan Srinath Chatterji (Officiating)	1847
Dewan Rajiblochan Roy (Sircar)	29th October 1847 to Sept. 1881
Shyamadas Roy (Acting)	October 1881 to April 1882
Dewan Tariniprosad Roy	April 1882 to 1887
Srinath Pal, Manager	1887 to 1897
<i>(the post of Dewan was abolished)</i>	

## APPENDIX NO. 7



## APPENDIX NO. 8



## **A NOTE**

The Summary of some suits relating to the period under review (1852-1858) as reported in the several Volumes of the Indian Decisions (old series) Sudder Dewani Adwalut Reports, Bengal.

*Edited by—Lawyers Companion Office of Trichinapoly and Madras (1916)*

### **I. Volume 8, p. 663**

(Selected Reports by Macnagton, Vol. VIII and SDAR of Bengal, Vol. I)

*The 16th July, 1845.*

Present : J. F. M. Reid and A Dick, Judges and E. M. Gordon, Temporary Judge.

Case No. 58 of 1843

*Regular Appeal* from the decision of Syed Suderul Hossein principal Sudder Ameen of Zilla Rungpore.

Raja Kishennath Rai Bahadur and after his death, the Sudder Board of Revenue (appellant) Vs. Maharaja Sheebendernarain Bhoop Bahadur and others.

The appellant sued the respondents in the Zilla Court of Rungpore on 7th September, 1841 to recover possession with mesne profits of 750 bighas of alluvial land, an increment of turuf Korurpore in Pergunnah Bheeturbund, included in his Zemindaree pergunnah Bahirbund, and of which he has been dispossessed. The action was laid at Rs. 7502.

The river which was considered the border between the two estates having changed course gave rise to the dispute. The Ameen having dismissed the claim it came to the Sudder Dewani Adwalut from where it was sent back to the Zilla court with the instructions of demarcating the physical boundary between the two estates.



**II. Vol. 14, p. 78**

(SDA Reports Vols. XI and XII (Part I))

*The 15th March, 1855.*

Present : Abraham Dick, H. T. Baikes and B. J. Colvin—Judges.  
Case No. 196 of 1854.

*Special appeal* from the decision of Mr. D. I. Money, Judge of Moorshidabad dated 23 December, 1853 affirming a decree of Moulvee Syed Abdool Wahid Khan, principal Sudder Ameen of the District, dated 29 July, 1852.

Ranee Surnamoyee (Defendant) appellant Vs. Musst Rebuttee Dassee (Plaintiff) Respondent.

Vakeel for appellant—Baboos Nilmonee Banerjea and  
Poorna Chandra Roy  
Do for Respondent —Baboo Kishen Kishore Ghose

The case was admitted to special appeal on 23rd May, 1854 under the certificate of Messrs. A. Dick and B. J. Colvin, as it was contended that the Nazir being an officer of the Court was not qualified to be deputed for making maps of the locality. The appeal was rejected.

**III. Vol. 14, p. 651-652***The 18 April, 1856.*

Present : A. Sconce, J. S. Torrens and C. B. Trevor Esqr. Judges.  
Case N. 566 of 1852.

*Regular appeal* from the decision of Mr. J. Rileily, principal Sudder Ameen of Dinagepore dated 28th August, 1855. Ranee Surnomoyee (defendant) Appellant Vs. Kissen Mohun Ghose (Plaintiff), Collector of Dinagepore (Defendants) Respondents.

Vakeels of Appellant: Baboo Rama Prasad Roy and Mr. R. T. Allen.  
Vakeels of Respondents : Baboo Kishen Kishore Ghosh, Poorno Chunder Roy and Baboo Rama Prasad Roy on behalf of the Collector.

Decision of the lower court cancelling a revenue sale, under Regulation XI of 1822, on the ground that the purchase was benamee and by a

defaulting co-sharer, reversed. Held that according to the terms of Regulation XI of 1822, benamsee purchase was no ground for civil courts cancelling a sale.

#### IV. Vol. 15, p. 146-150

(SDA Reports Bengal, Vol. XII Part II and Vol. XIII Part I.)

*The 6th August, 1856.*

Present : B. J. Colvin and J. H. Patton—Judges and J. S. Torrens, officiating Judge.

Case No. 196 of 1855, 197 of 1855, 205 of 1855 and 207 of 1855.

*Regular Appeal* from the decision of Captain W. Agnew, principal Assistant of Goalpara, dated 9 December, 1854. Ranee Surnomoyee (Plaintiff) Appellant Vs. Pertabchunder Barooah and Sheebnauth Lahoree (defendants) Respondents.

Suits for possession of lands. Several suits by the same plaintiff disposed of by a single judgement. The lands refer to the zemindaree of Baharbund in Rungpore. Claims were for Fooliar Chur, Kanimara and Algar Chur in Assam, and also for the possession of Negortia and Baghar Chur measuring about 9300 bighas, all churs in the bed of Brahmaputra. The judgement was to send back the suits for proper demarcation of the land of every zemindar.

#### V. Vol. 15, p. 553-560

*The 23 January, 1857.*

Present : H. T. Raikes, B. J. Colvin, J. H. Patton and A Sconce—Judges and J. S. Torrnes—officiating Judge.

Case No. 303 of 1855.

*Regular Appeal*, from the decision of Mr. G. U. Jule, Judge of Rungpore dated 12 September, 1855

Gangapersaud Nundee (Defendant) Appellant Vs.

Ranee Surnamoyee (Plaintiff) Defendant.

The appellant did not pay rent of a long period and claimed limitation. The period covered the minority of Raja K. N. Roy i.e. 1832 to 1840

and then the period of turmoil 1840-44 and the period when the Court of Wards held the property, after the Raja committed suicide, 1844 to 1850. The full bench of Judges held that the arrear rent was payable.

The apellant's lands were attached for the dues and subsequently decreed to form a part of the plaintiff's zemindaree.

### **VI. Vol. 15, p. 1149-1150**

*The 28 March, 1857.*

Present : B. J. Colvin, J. H. Patton and I. S. Torrens Esqs,—Judges  
Case No. 172 to 1855.

*Regular appeal* against the principal Sudder Ameen of Moorshidabad. Rancee Surnomoyee (Plaintiff) Appellant Vs. Rancee Foolcoomaree and others (Defendants) Respondents.

The defendants raised the question of limitation for the nonpayment of rents during the minority of Raja K. N. Roy and after, 1832 to 1850. The period of Court of Wards management was also deducted. These were upheld by the lower court judge. Here the decision of the lower court was reversed on grounds that the reasons assigned for limitation raised by the defendants were untenable and opposed to the previous ruling of this court.

Vakeels for appellant : Baboos Ramapersaud Roy and Sambhunath Pandit

Vakeels for defendants : Baboos Kishen Kishore Ghose, Abhoy Churn Bose and Mr. R. T. Allen.

### **VII. Vol. 16, p. 45-48**

(SDAR Bengal Vol. XIII Part II)

*The 9 June, 1857.*

Present : C. B. Trevor, E. A. Samuels and D. I. Money Esq, officiating  
Judges,  
Case No. 549 of 1856.

*Special Appeal* against the decision of Major J. Hannington Deputy Commissioner, Manbhum on 28 December, 1853.

Rance Surnomoyee (Defendant) Appellant Vs. Birmosukhee Dassee (Defendant) and Mr. H. Biddle, Superintendent, Bengal Coal Co. (Plaintiff) Respondent.

On the decease of Raja Kissen Nath Roy, his estate was brought under the Court of Wards. One Watkins, the agent of Bengal Coal Company, took Chutti Balliapore in farm for ten years; he had made some collections and had paid Rs. 2100 to the Collector when one Keshub Chunder Sircar having obtained possession under a will of the Raja, the lease was set aside and the Collector having ascertained that Watkins had made collections to the amount of Rs. 4875-6-6, ordered him to pay up the difference, which he did. Subsequently on Biddle's application, the Commissioner ordered that 10 percent of the total collection should be paid by Keshub Chunder to Biddle. Intermediately the will of the Raja was set aside and his widow the special appellant having come into possession of his estates, the Collector paid over to her Rs. 4875-6-6 but she refused to pay 10 percent to which Biddle considered himself entitled to. Hence the suit. The Court held that there was no such privity between the plaintiff and the special appellant as will enable the plaintiff to sustain the present action. Plaintiff may have an action against the Collector for any sum he may consider himself entitled to, but he can have none against the special appellant, who neither directly nor constructively was privy to the transactions which passed between the Collector and the plaintiff.

Decision of the lower court reversed and plaintiff's suit dismissed with costs.

Vakeel of the Appellant—Baboo Ramaprasad Roy

Vakeel of the Respondent, (Mr. H. Biddle)—Baboo Sambhunath Pandit

Vakeel of the Respondent, (Birmosukhee Dassee)—Babu Onnodapersaud Banerji.

### VIII. Vol. 17, p. 644 to 648.

(SDAR Bengal Vol. 14 Part I)

*The 30 April, 1858.*

Present : C. B. Trevor, G. Loch and H. V. Bayley, officiating Judges  
Case No. 157 of 1856.

*Regular Appeal* against the decision of J. S. Torrens, Judge 24 Pargunnahs dated 6 August, 1855.

Ranee Surnomoyee (defendant) Appellant Vs. Prannath Chowdhuree and others (Plaintiffs) Respondents for Rs. 11,692-4-13.

This was one of the properties which Raja Krisnanath Roy gave to John Herklots to be held in Patnee, who in his turn sold it out to Prannath Chowdhuree and others for Rs. 42,815 and the latter became the Patnidar. Bheel Bhuratee held by Herklots and sold later was never a property of the Raja or included in the Putta therefore all places regarding that part of the suit could not be taken into account. Thus the suit for remission of Putnee rents was inadmissible as the suit lands were not included in the document on which the suit was based. The claim was dismissed. Surnomoyee won the appeal.

There are also a few cases recorded between 1853 to 1858 when Rani Swarnamoyee as objector appealed for the reversion of the judgment. She claimed that the papers supporting the facts of the suits could only be supplied by her. Sometimes she was with the plaintiff sometimes with the defendant. In all these cases the appeal was dismissed under the statement that a third party not implicated with the proceedings of the suit was not competent to enter the suit voluntarily at a later stage. The appeals were rejected.

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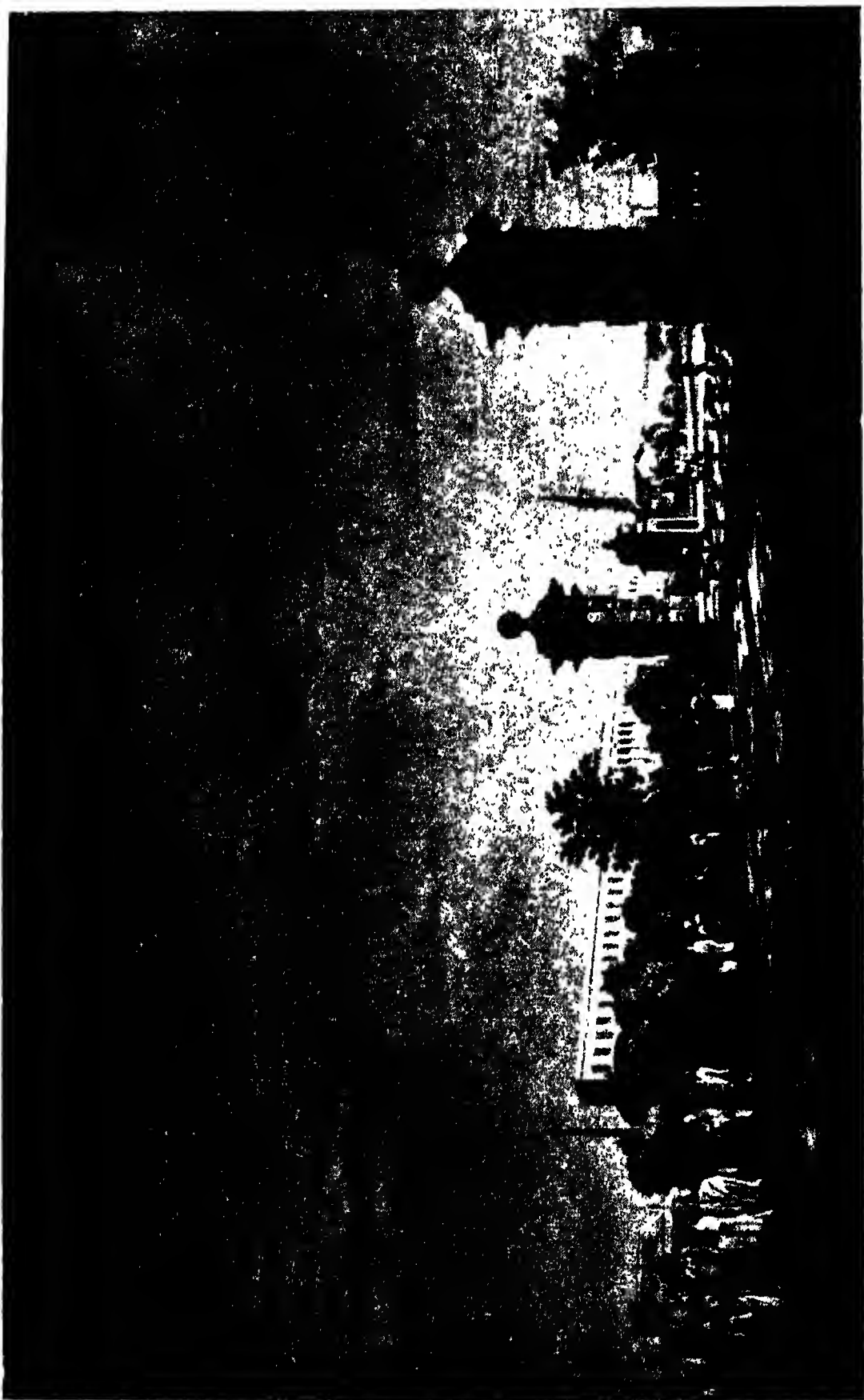
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## PLATES AND ILLUSTRATIONS



*1. Calcutta, 1824, Tank Square and surroundings*



2. Town Hall, Calcutta. 1840. by Fiebig



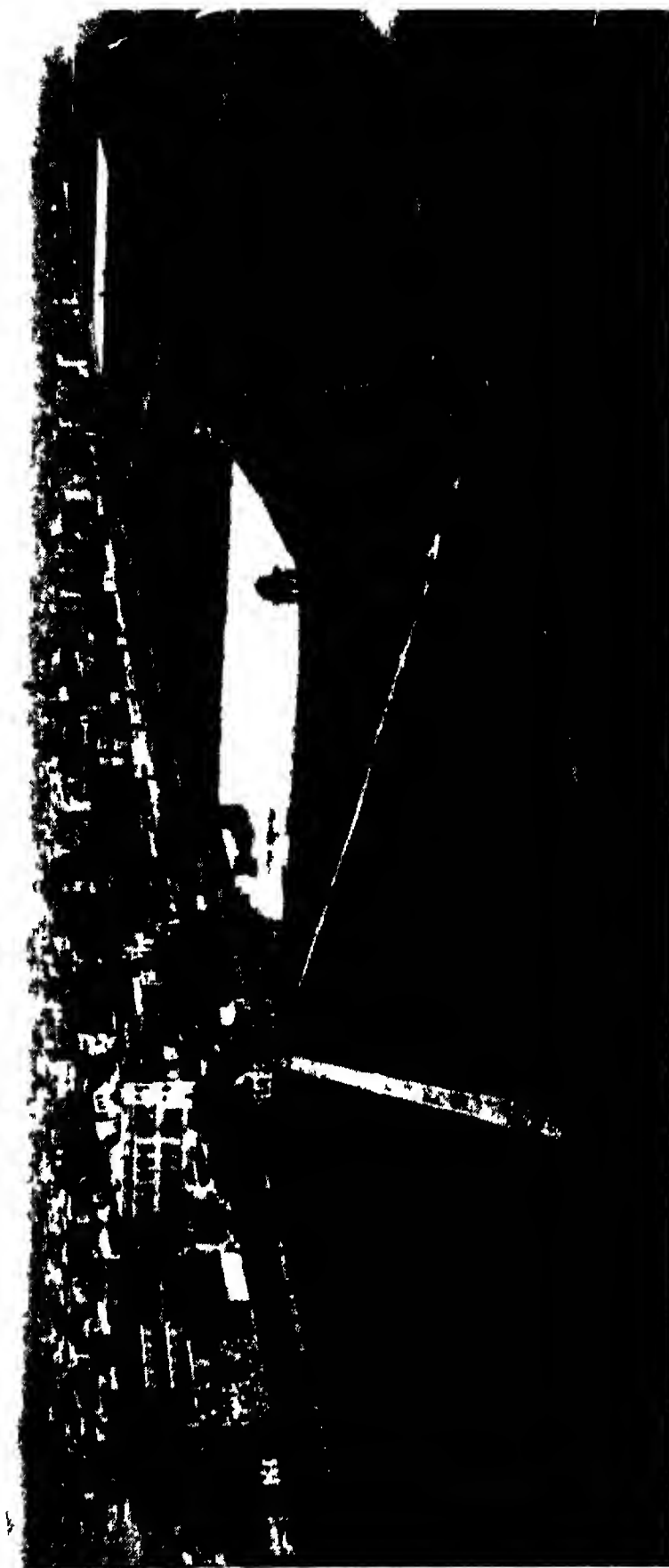
3 *The Strand and the River* 1867



4 Chouringhee Road. 1867. from the Monument (1st part)



5. Chowringhee Road, 1867, from the Monument (2nd part)

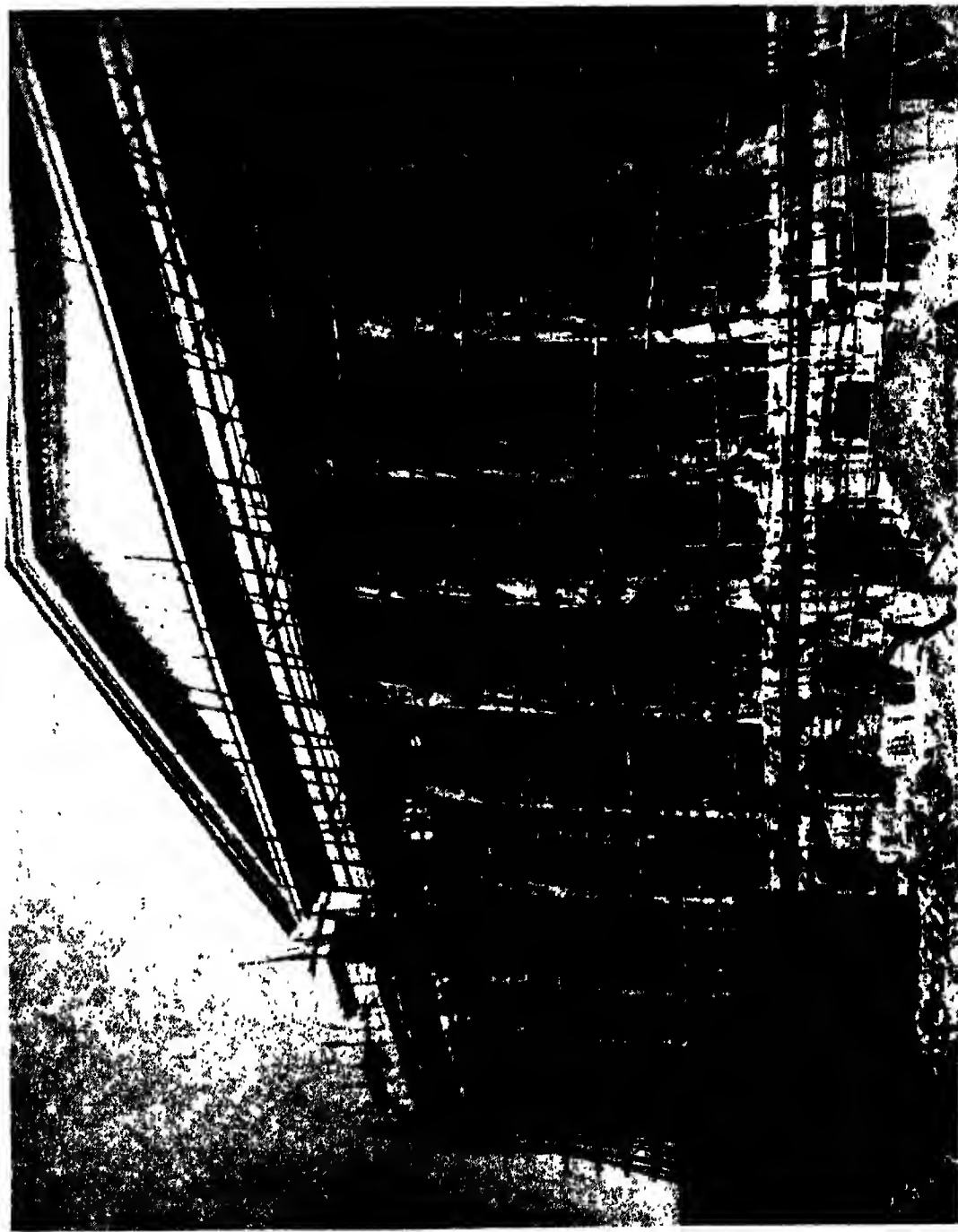


6. Chou ringhee Road, 1867. from the Monument (3rd part)

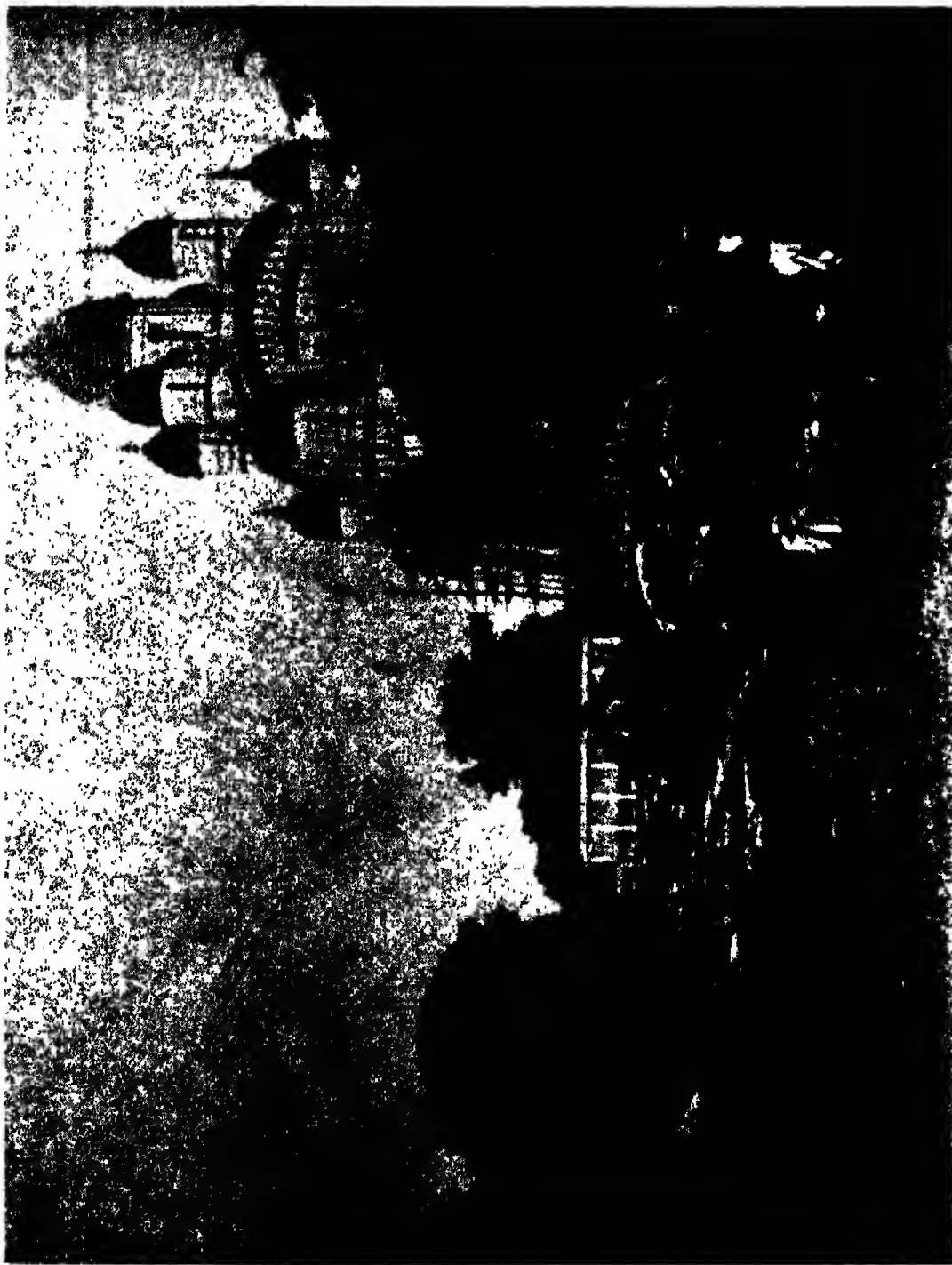




7 *Dhurmatolla Street and Mosque 1857*



8. *Fever Hospital (Medical College) under construction, 1857*



9. *Dakshineswar Temple, under construction, 1857*



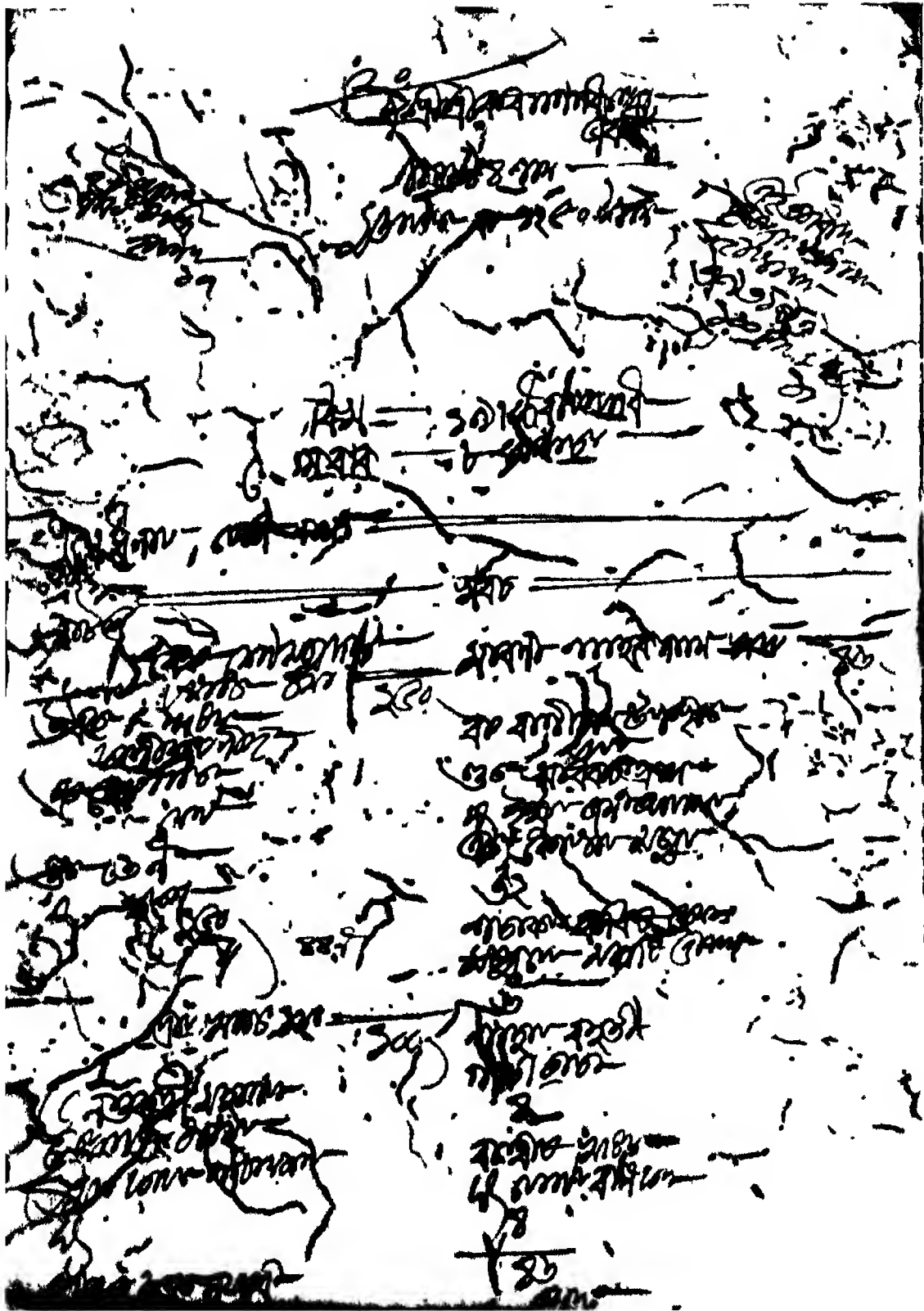
10. Curzon Tank, Calcutta, 1867

বিশেষায় ————— ৩ জেনারেল —————  
 রেজিমেন্ট মবার ————— ৭ জন —————

11. A page of Raja Harinath's books of accounts, 7 June, 1830, note : loan to Alexander and Co. given on 14 May, 1829.

વિગતો: - ૧૫૮૭  
 રાજ્યના મંત્રી - ૨૨૧૨૭૫૫૫

12. A page of Raja Harinath's books of accounts, 22/23 August, 1830, note : the interesting heads of income and expenses. Interest paid by Alexander and Co, payment made to the Kabials.



13. A page of Raja Krisnanath's books of accounts, 19th Feb, 1844.





१८४३  
 २९ फेब्रुअरी

विजय  
 २८ फेब्रुअरी  
 २९ फेब्रुअरी

दिनीय बोजन मा. व. पेया  
 जमा

पा. स. नि. श. १३  
 २४  
 ८०१/१०

१. १०१०१०१०१०१०  
 २. १०१०१०१०१०१०  
 ३. १०१०१०१०१०१०  
 ४. १०१०१०१०१०१०  
 ५. १०१०१०१०१०१०  
 ६. १०१०१०१०१०१०  
 ७. १०१०१०१०१०१०  
 ८. १०१०१०१०१०१०  
 ९. १०१०१०१०१०१०  
 १०. १०१०१०१०१०१०  
 ११. १०१०१०१०१०१०  
 १२. १०१०१०१०१०१०  
 १३. १०१०१०१०१०१०  
 १४. १०१०१०१०१०१०  
 १५. १०१०१०१०१०१०  
 १६. १०१०१०१०१०१०  
 १७. १०१०१०१०१०१०  
 १८. १०१०१०१०१०१०  
 १९. १०१०१०१०१०१०  
 २०. १०१०१०१०१०१०

15. A page of Maharani Susharmoyee's books of accounts, 29 Feb, 1843.

[illegible]

17. *A page of Maharani Susharmayee's books of accounts, 13, Aug 1844.*

[illegible]

[illegible]







12108

High Court of Judicature at Calcutta in Appeal  
Ordinary Original and Jurisdiction

Between ~~Shree Ramesh Chandra Ghose~~ and ~~Shree Ramesh Chandra Ghose~~  
Respondent

By counsel for

Shree Ramesh Chandra Ghose

Plaintiff in Appeal  
Respondent in Appeal

By counsel for

UPON reading in the first of the  
written statements the questions of the facts and law  
arising in the pleadings of these causes mentioned in  
the form of a Bill of Complaint and in the first  
causes above mentioned and a joint and several affidavit  
of Shree Ramesh Chandra Ghose and Shree Ramesh Chandra Ghose  
respectively in the first and second of the said causes  
the said causes of the said cases and a further of the  
said Shree Ramesh Chandra Ghose and a further of the



স্বাক্ষর—  
পৰা—

হুচায়েৰ ডায়াপিঠ এহে আন্যায় যকজ্জমা যে থগাচ থবখনা ও—  
চাভেৰে তিমিৰে সত্ৰাচুন্ন কৰিয়াছে এহা বিনজন মুকল মিচাৰ  
কিনে বৃত্তিত মিথ্যা আৰ সত্ৰা থভেদ ওপকাৰ হুত্ৰাৰ সত্ৰব নাহে  
শোজা <sup>লালী</sup> দ্ৰষ্ট বা অসুমান কৰিলে কোন এয়ে প্রকৃত বিবয় বিচয়না—  
হুত্ৰা বিপবিত হুত্ৰাৰ সত্ৰাবনা এবা বেগট হুত্ৰাৰ প্রকৃতকহাও—  
অনিধান ওগম্য নাকৰিয়া বিপবিত অসুমান কে স্থান দিয়াছেনএক—  
অসম্ভব সত্ৰেহ কে আকৰ্ষণ কৰিয়াছেন অতএব এ অসুমানক অসুমান—  
এব সত্ৰেহ ওসুত্ৰেৰ বিগিষ্ট হুত্ৰ এবা কৰণ সকল আৰ স্বপ্ৰে—  
যে প্রথম ক্ৰিয়াৰ দেওয়া আৰ নামিখে প্রকৃত হুত্ৰা পৰ্যন্ত একপাৰ—  
যকজ্জমা চানান বিবেচনা নাকৰিয়া পৰ পৰ তিন্য তিন্য পথ কে—  
অবনমন কৰিয়াছে এবা ওফেও প্রথম ক্ৰিয়াৰ মিথ্যা আৰ সত্ৰ—  
বিশ্বিত বাৰীৰ উকিল কে আপন দস্তখত অদান কৰ এবা ক্ৰিয়াৰ—

দেওয়াৰ পাৰে যে এক মোহৰ থন্দুত কৰিয়া হিণাব অলুজাৰু গাবত -  
 বোচৰ থন্দুত এবা বানীৰ দেওয়া বোচৰ পৰিবৰ্ত্তন কৰিয়াছে এবা -  
 এ বোচৰ আদী থন্দুতে এবা প্ৰমাণ আদী হুত্যাৰ পক্ষে গোলাক -  
 নাথ নবঙ্গীপ ও গোৰ মোহন গোপাশ্বি কৰুক সাহায্য নাত্ত কৰিয়াছে -  
 তালৰ গাবত ফলে বৰ্ণন কৰিতেছি যথার্থ বিচাৰেব কৰ্ত্তা এৰণ -  
 কৰিনে অনায়াসে উহাৰ ক্ৰিমিতা ও চাৰুততা থকাৰ হুতুক -  
 প্ৰথমত বাস্তবিক হুচল্লেব বানীৰ নিকট কিছু মাত্ৰ টাকা পাওনা -  
 নাহে এবা বানীৰ অজ্ঞাতে এবা অন্তিথায়ে বানীমকদ্দমাৰ এবা অধ্যায় -  
 বিষয় আৰ বানীৰ জ্ঞাত মাৰ ও অন্তিথায়েব মত বানীৰ ঘৰ খৰচৰ  
 কাৰণ যে সকল টাকা দিয়া সময় ২ বানীৰ খাতায় জমা খৰচ -  
 কৰিয়া স্মৃতা নিশানি কৰিয়াছে তালৰ মৰ্চি যথার্থ খৰচ সকল -  
 বানীৰ জ্ঞাত মাৰ বা অনুমতি হুডেক কিম্বা অজ্ঞাত ও অন্তিথায় -  
 বা হুডেক ন্যায় সম্মত মথুৰ কৰিনেও এবা বানীৰ দ্বাৰা যে সকল -  
 টাকা ধাপ্ত হুওয়া হুতয়াছে তাল জমা দিনে হুচল্লেব নিকট -  
 বানীৰ অনেক পাওনা <sup>সাহায্য</sup> হুতবেক তালতে সন্দেহ নাই হুত হুচল্লেও -  
 বিনক্ষণ জ্ঞাত ছিন এবা আছে বানী যদি গোলাক নাথ নবঙ্গীপ -  
 যাহাৰা বানীৰ মৰ্চিব ছিন উহাৰ দিগেব কে কৰ্ম্মতুত নাকৰিতেন -  
 এবা এ দুই জনেৰ বাত্মন কৰাব পক্ষে হুচল্লেব অনুৰোধ বৰকা -



25A. Maharani Swarnamoyee's residence in Calcutta (top)

25B. Maharani's seal and signature (bottom)



To Maharani Surnomoyee  
of Cassimbazar

My Friend,

It is with great pleasure I have to inform you that Her Majesty the Queen and Empress of India has been graciously pleased, with the object of commemorating the assumption of Her Imperial Title of Empress of India, to institute an Order of Distinction to be styled The Imperial Order of the Crown of India, and to be enjoyed by the Princesses of Her Royal House and by the Wives and other female relatives of the Princes of India and others whom Her Majesty may select.

It affords me much satisfaction to announce to you that Her Majesty has conferred the honor of this Order upon you as a mark of Her Royal favor and esteem.

Lord William  
The 1<sup>st</sup> January 1878

Remain  
Your sincere friend,

Lytton

Viceroy and Governor General of India



# THE COLLEGE, THE MARKET,

AND

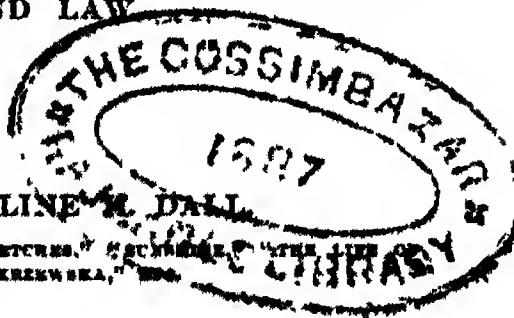
## THE COURT;

OR,

WOMAN'S RELATION TO EDUCATION, LABOR,  
AND LAW

BY CAROLINE M. DALL.

AUTHOR OF "HISTORICAL SKETCHES," "SUMMER," "THE LIFE OF  
DR. BAKKENWEL," ETC.



Let this be copied out,  
And keep it safe for our remembrance.  
Return the precedent to these lords again — KING JOHN

"How canst thou make me thy friend who in nothing am like thee?  
Thy life and dwelling are under the waters: but my way of living  
Is to eat all that man does!" — BATRACHOMIOMACHIA

BOSTON:

LEE AND SHEPARD.

1867.

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

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অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

অর্থবীতিবিদ্য।

## Lesson 1.—LETTERS WITHOUT THEIR NAMES.

A B C D E F G H I  
J K L M N O P Q R  
S T U V W X Y Z

a b c d e f g h i  
j k l m n o p q r  
s t u v w x y z

*Promiscuously disposed.*

B F G M A O R T X  
C H P S K D J V E  
Z N I L W Q U Y.

x f m a w o s d k  
r c v t g b n h z  
l u i p q e j y.  
b d p q n u t f c e

*Double and Triple Letters.*

ff fi fl fl fl

*Note.*—Children should be thoroughly exercised in repeating and transcribing the letters, especially the small letters A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z.

## Lesson 6.—NAMES AND SOUNDS OF LETTERS.

Letter	Name	No.
Aa	এ	এ
Bb	বী	১
Cc	সী	২
Dd	ডী	৩
Ee	ই	৪
Ff	ফ	৫
Gg	জী	৬
Hh	হ	৭
Ii	আই	৮
Jj	জ	৯
Kk	ক	১০
Ll	ল	১১
Mm	এম	১২





31. *Michael Madhusudan Dutt (note the painting of Milton and the bust of Homer).*



*32. Pandit Iswar Chandra Vidyasagar*



33. *Raja Digambar Mitter*



*34. Bankimchandra Chattopadhyay*

श्रीविजयनाथ  
 श्रीवाराहेश्वर महात्म्याय नमः  
 नमः  
 गुरुवार्त्तन चरितम् ।  
 वर्षा  
 श्रीवाराहेश्वर विग्रह ।  
 नमः  
 श्रीवाराहेश्वर विग्रह  
 श्रीवाराहेश्वर  
 श्रीवाराहेश्वर

祝文

अथवा

২৫৮৮ ৬৩৮৮ ৬৩৮৮ ৬৩৮৮

2025 10 10

১৯৬৩ সাল।

চাহান্নদরবেশ।

পারব গ্রন্থ

প্রমুখ

উদ্যোগ নিম্ন তথা প্রমুখ গোষ্ঠিক নিম্ন

ক পদার্থি নামা কলে অর্থবাদ প্রমা

প্রমুখ কথকারণ

অর্থকথকারণ

প্রমাণ

চন্দ্রোদয় মতে মুক্তিচিত্ত হইল।

সন ১৯৪৫ খ্রিঃ

ইং ১৯৪৫ খ্রিঃ

總行

উদ্যোচন দিন তথা শ্রীমত গোপবন্ধু দিন

भगवान्निहि नाना कल्पे जगन्नाथ इत्येव

ॐ नमो भगवते वासुदेवाय

**बुद्धिमान**

ॐ नमो भगवते वासुदेवाय

**二、五、六、七**

[illegible]

# হাইকোর্টের

## আপীল বিভাগ-নিম্নায় মোকদ্দমার সাপ্তাহিক নজীর

অর্থাৎ

হাইকোর্টের আপীল বিভাগ-নিম্নায় দেওয়ানী, কোর্ডনারী ও হাসসংক্রান্ত নজীর,  
পূর্বাধিবেশনের নজীর, ছোট আদালত প্রভৃতির এক্সমেকাতের নজীর  
হাইকোর্টের দেওয়ানী ও কোর্ডনারী সম্পর্কীয় সরকুলার;  
রেভিনিউ বোর্ডের সরকুলার, ও জি.জি.মতী  
মহারাজীর প্রিবি কোর্টসিলের  
নজীর প্রভৃতি।

TRANSLATED

BY GRISHCHUNDER MOOKERJEE

*The Recognized Bengalee Translator of the Late Sudler Reports*

পূর্বতন সদর দেওয়ানী আদালতের গিহিত অনুবাদক

ঐযুক্ত গিরীশচন্দ্র মুখোপাধ্যায়

কর্তৃত্ব অঙ্গীকারিত।

দ্বিতীয় ভাগ।

১ম সংখ্যা, —জুলাই, —১৮৬৯ সাল।



মৃতম বাৎসাল্য যন্ত্র।

কলিকাতা, — ১৮৬৯ সাল।

নং ১৯২৩ । ১৮৬৯ সাল।

এই নজীর ঐযুক্ত গিরীশচন্দ্র মুখোপাধ্যায় এবং তৎপরে কর্তৃত্ব কলিকাতা, — দি  
সাপ্তাহিকতা। জুলাই ১৮৬৯ সালে প্রথম প্রকাশিত হইবে।

পঞ্চম প্রতীতি দ্বারা

প্রিন্সিপাল-মহাশয়-বিষ্ণু-মহাশয়/বহুবাহিনী

## হিতোপদেশ।

বিশ্বকর্ষক নং ১০০।



CALCUTTA

PRINTED AT THE CALCUTTA SCHOOL-BOOK SOCIETY'S PRESS,  
AND SOLD AT THEIR DEPOSITORY, CIRCULAR ROAD.  
1851.

37A. Book published in 1851

ভাষ্যতত্ত্ব

নামক গ্রন্থঃ।

—১০০—

অর্থাৎ।

হাট পত্রম খ্রীষ্টচৈতন্যক বৈষ্ণব বন্দনা  
নাম সংকীর্ণন ককাবাদি চৌত্রিণা পদবনৌ  
ও মহাপ্রভুর পার্শ্বদগণের সহিত বন্দনা  
খ্রীষ্টকৃষ্ণের অষ্টোত্তর শত নাম  
নরোত্তম দাসের প্রার্থনা প্রেমভক্তি চন্দ্রিকা  
এবং পাশ্চাত্য মল্লন একত্রে  
সংগৃহীত হইয়া।

—১০০—

কলিকাতা।

আগোবীচরণ পালের অক্ষয়ভাষ্যসারে  
হবিহর বস্ত্রে মুদ্রাঙ্কিত হইল।  
১০১ নাগাদ ১০৩ নম্বর বাঙ্গা।  
সন ১২২৫ সাল তারিখ ৯ কাঙাল।

37B. Book published in 1265

# পদ্মাবতী নাটক।

বেতাল পঞ্চবিংশতি

শ্রীমাইকেল মধুসূদন দত্ত

প্রণীত।

শ্রীঈশ্বরচন্দ্র বিদ্যাসাগর প্রণীত

“চীমৎ মলিনম্যাপি মৎককরুভিতা কৃতিঃ”  
জয়দেবঃ।

কলিকাতা।

কলিকাতা।

শ্রীমুত ঈশ্বরচন্দ্র বসু কোং বহালাসহ ১৮৭২ সনৎক  
তমসে কাশ্মিরাস্ বসে বসিত।

বস ১২৩৭ বাস।

সংস্কৃত যন্ত্রে কৃতিবাবু মুদ্রিত।

সংস্ক ১২০৭

38A. Padmabati by Michael M. S. Dutt (1267 BS.)

38B. Betal by Vidyasagar (1854)







40. *Manindrachandra Nandy (third from the left) and his friends in 1878.*



41. *Sir Edward Ryan, Kt. Chief Justice, Supreme Court. Calcutta, 1833-41.*















